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All letters intended for publication must be authenticated by the name of the writer.

GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Vacation Judges.

IT IS understood that BANKES and AVORY, JJ., will be the Long Vacation Judges; the first mentioned learned judge taking the first half of the Vacation.

The Insurance Act and Solicitors' Clerks.

AS THE date of commencement of the system of national health insurance approaches, it is natural that employers who have anticipated the scheme, and have been in the habit of making provision for their employees during ill-health, should consider how far their own arrangements will be affected by the general scheme. We printed last week a letter from "A Country Solicitor," stating the provision which he has been accustomed to make for clerks during ill-health, and suggesting that he might be a "passive resister," continuing his own system and ignoring the system now established by law. But this course does not seem to be altogether commendable. Whatever arguments there may be for or against passive resistance to sectarian education, there is a principle behind it, and there can be no question of principle in regard to national insurance. In fact our correspondent's letter shewed that the principle of insurance of clerks is already admitted as an act of generosity. What some employers have hitherto done of their own accord will now be made universal by the contributions of both employers and employees. Whether in particular cases the State system will be as efficient as private generosity is a different question, and it can be solved, in the manner suggested by "Another Country Solicitor," whose letter we print this week, by complying with the law, and providing for the law's deficiency by an added benefit.

The late Lord Chancellor on Land Transfer.

THE REPORT of the Council of the Law Society is this year of unusual interest. For instance, it affords us a peep behind the scenes at the negotiations which took place between the late Lord Chancellor and the President of the Law Society. It appears that two Bills had been prepared for the Lord Chancellor "purporting to give effect *in part* to the recommendations of the Royal Commission." That is exactly what we expected; the Land Registry was allowed to pick and choose the recommendations to be carried out and to ignore those which they considered inconvenient—such, no doubt, as the delay

for trial of the amended system. In the light of this information, what are we to say to the announcement made by the Attorney-General in the House of Commons, that "A Bill *carrying out the recommendations of the Royal Commission* will be introduced by the Lord Chancellor in the House of Lords"? It also appears from the Report that the Bills were intended for more firmly establishing the existing system of registration of title, and extending the compulsory area to the whole country, at any rate gradually, if not at once; and a further passage in the Report indicates that the Bills contain provisions for taking away the right of the County Councils to determine whether or not compulsory registration shall be established in their counties. The two Bills above mentioned were confidentially submitted to the President of the Law Society; and he, with the concurrence of the Council, informed the Lord Chancellor that the Bills did not appear to afford a satisfactory solution of the question.

The Course to be Taken by the Council.

THE REPORT of the Council of the Law Society states that the Council are giving anxious consideration to the question whether, in promoting a Bill for the assimilation of the law, provision should not be made for connecting with that proposal some simple plan by which there can be ascertained from a register who are the persons capable of making a simple and effective transfer to a purchaser, without the necessity for investigating the title to equitable or other subsidiary interests in the land. We should have thought it obvious that this was desirable, provided the plan proposed is contained in a separate Bill from that embodying Part I. of Mr. CYPRIAN WILLIAMS' Bill, relative to the assimilation of the law. The choice appears practically to be between some scheme resembling that put forward by Mr. HUMFRYS at the Nottingham meeting—which provided for the establishment of a registry of absolute owners only, certificates of the registered ownership being given to the registered owner; beneficial and subsidiary interests being protected by registered cautions, restrictions, and inhibitions, and absolute protection being given to purchasers from the registered owner subject only to the removal of the cautions, restrictions, and inhibitions, such removal to be obtained by the vendor—or the adoption of an elaborated system of registry of deeds, under which, according to the report of the Council, distringases against transfer could be obtained, and an owner of land would be enabled to procure from one of a list of appointed conveyancers a certificate shewing the nature of the title. We hardly think, however, that this would obviate the necessity of investigating the earlier title, unless the certificate of counsel were made absolutely binding. The scheme appears to require working out in a Bill; but with some modifications and additions it might be made to meet the case.

Leave to Presume Death.

IT IS, of course, a general rule of probate practice, that executors and administrators, before receiving their grant from the court, must state on affidavit the year, month, and day on which the deceased died (Tristram and Coote, 14th edition, p. 194). But in everyday life, many cases arise in which the deponent cannot give such particularity, and in which accordingly he can only state that *presumably* the deceased died on such and such a date. In still other cases, all he can do is to state that, from circumstances as to which he or other deponents can swear, the deceased must be presumed to have died at some date before the application for probate. In such cases the evidence must be placed before the court on motion, and leave to presume death obtained. It is not easy to find in the decided cases any guiding principle as to the circumstances in which the court will grant this leave; but a good illustration of a case in which the court will exercise this power readily came up recently in *Damer Leslie Allen, presumed Deceased* (*Times*, June 25th, 1912). The deceased was an aviator who set out to fly from Hendon to Dublin on the 17th of April; he was last seen by a workman at Holyhead Docks on the following morning. He never reached Dublin, and a careful search revealed nothing of the man or his machine; nor did any information about him follow full inquiries and advertisements that were in due course made. A lifebelt similar to one attached to his machine was found on the Irish coast, and no other explanation of its presence there was suggested. These circumstances disclosed a number of good reasons for inferring the death of Mr. ALLEN during his journey over the Channel. In the first place, he had announced his intention of making a certain journey, and had pursued it for nine tenths of the contemplated route; the presumption is that he would finish it unless prevented—and here he did not finish it, nor was any explanation of his failure to do so forthcoming. In the second place, the act attempted by him was in itself extremely dangerous—death would be quite a natural termination to it. In the third place, a piece of material evidence which pointed to his death, the lifebelt, was actually discovered on the route he proposed to take. Such facts clearly distinguish this case from the common one in which a man simply disappears for a long time—leaving his relations in the awkward position of being unable to prove his death.

The Testamentary Capacity of a Lunatic.

CURIOUSLY DIFFERENT views as to the legal capacity of the same lady were taken by different courts in the case of ELEANOR VAUSE WALKER, deceased, whose affairs came before the Court of Appeal in 1904 (*Re Walker* (a lunatic so found), 1905, 1 Ch. 160), and before the Probate Court this year (May 24th, 1912). The deceased was a lunatic so found by inquisition in 1869, and remained in that *status* until her death. She had, however, lucid intervals, in which she recognized the morbid character of her delusions, and carried on intelligent correspondence with the Visitors in Lunacy, as well as her relatives. In January, 1902, she was anxious to make a will, and was examined by two medical men as to her mental capacity to understand what she was doing; a Visitor in Lunacy had been consulted as to, and was acquainted with, the object of this examination. In June, 1904, she applied to the Master in Lunacy for leave to execute a deed, but the master decided that a lunatic so found had no power to execute a deed; and this decision the Court of Appeal upheld in the case we have quoted. Then in July, 1904, acting on the advice of counsel, she executed a will which was attested by three doctors, each of whom certified that at the time of executing it she was of "sound mind, memory, and understanding." This will Mr. Justice BARGRAVE DEANE upheld as valid, on the ground that it was made in a lucid interval, and admitted it to probate: *In the Estate of Walker, Deceased, Watson* v. *Treasury Solicitor* (28 T. L. R. 466). This decision seems to be clearly right upon the authorities, which shew that a lunatic's testamentary capacity is greater than his capacity to manage his own affairs in his lifetime. The mere fact that a testator is subject to insane delusions is not a sufficient ground for invalidation of a will made by him, if the jury are satisfied that his general intelligence is sound, and that the delusion could not have influenced him in the disposition of his property (*Murfett* v. *Smith*, 12 P. D. 116). If, however, the delusions relate to a child whose disinheritance they occasion, or if they so dominate the testator's mind as to render him incapable of acting reasonably in the disposition of his estate, the will is invalid (*Hope* v. *Campbell*, 1899, A. C. 1). A will executed by an insane person in a lucid interval was decided to be valid in the leading case of *Prinsep* v. *Dyce Sombre* (10 Moore P. C. 223), and in that case it was also held that the finding of insanity on an inquisition was not necessarily conclusive against the testamentary capacity of the lunatic. In the present case this rule proved most beneficent, as the lady's property would have gone—in the event of an intestacy—to the Crown as *bona vacantia*; she was illegitimate, and so had no next-of-kin.

Proof of a Scots Marriage.

AN INTERESTING little point relating to the law of evidence troubled the President of the Divorce Court in *Drew* v. *Drew* (28 T. L. R. 479). The petitioner, in order to secure a divorce, had first of all to prove that she had been married to the respondent; the suit was undefended. Her marriage was, in fact, what is known in Scotland as an "irregular marriage"; her husband and herself had made a verbal declaration before

witnesses to the effect that they were married, and had then "confessed" the marriage in the Sheriff-Court of Edinburgh, in which city it took place. Now an irregular marriage is, technically, an offence against the law of Scotland, and the "confession" of it before a magistrate—commonly known as "getting married before the sheriff"—is the "confession" of an offence; the sheriff enters in the record of his court a fictitious "conviction" of the parties for having contracted an irregular marriage, exacts from them by way of fine or costs his clerk's marriage-fee, and issues to them a "copy" of the entry. This is known as the sheriff's warrant for the registration of the marriage, and in pursuance of the Registration of Births, &c. (Scotland) Act, 1854, upon production of the warrant, the registrar must register the marriage in the appropriate register. The above procedure has been somewhat simplified and deprived of its fictitious character by the Marriage Law (Scotland) Amendment Act, 1856; which, further, makes an extract from the register evidence of the marriage "in all courts in the United Kingdom and dominions thereunto belonging." Had all this been proved before the President by the expert evidence of two Scots counsel no difficulty would have arisen; but the court was asked to treat the Scots statute as in itself sufficient proof of the Scots law on the point. Now, prior to 1856, it seems certain that an entry relating to a "conviction" in a Scots court, however fictitious, would be the record of a "criminal court," and therefore inadmissible as evidence in an English civil court; and it does not follow, from the mere words of the statute, that this position of affairs has been terminated by the statute. In these circumstances it seems a dangerous precedent for the court to draw its own conclusions on a point of Scots marriage law—which everyone knows is very unlike English law and highly technical—from merely reading a statute relating to Scotland. As well might a Scots judge ascertain some points in the English law of real property by a cursory perusal of the Conveyancing Act, 1881, unassisted by the certificate of English counsel.

The Copyright Act, 1911.

UNDER SECTION 37 of the Copyright Act, 1911, the Act was to come into operation in the United Kingdom on the 1st of July, 1912, "or such earlier date as may be fixed by Order in Council." No such order has been made, and consequently the 1st of July will be the day of commencement. For the colonies and other British possessions the date will be fixed locally. The Act is noteworthy both for the actual changes made in the law, and for the sweeping away of the numerous statutory diversities between the various subjects of copyright. The first two sections, taken with the definition clause (section 35), create in comprehensive fashion copyright in "every original literary, dramatic, musical, and artistic work," including, under dramatic work, dancing and pantomimes, where the scenic arrangement or acting form is fixed in writing or otherwise, and under artistic work, architectural works of art; and they define the circumstances, under which copyright will be infringed. These are good examples of the generalization which has enabled the entire statute law of copyright (with some slight exceptions relating to musical works) to be embodied in a comparatively short Act. As regards substance, the most important change is the alteration of the term of copyright from the alternative periods of the life of the author and seven years from his death, or forty-two years from publication, whichever period was longer, to the single term of the life of the author and fifty years after his death. But this is qualified by the permission for any person to reproduce the work during the last twenty-five years on payment of the prescribed royalties and by the system of compulsory licences (section 4). Assignments of copyright must be in writing, signed by the owner or by his duly authorized agent, but an assignment by the author will not be effective after twenty-five years from his death, and the reversionary interest for the last twenty-five years will devolve on his legal personal representatives as part of his estate. Any agreement entered into by him as to the disposition of such reversionary interest will be null and void (section 5); but apparently his legal personal representatives can dispose of it immediately after his death.

Prohibition of Imported Infringements.

SECTION 14 of the Copyright Act, 1911, provides that copies made out of the United Kingdom of works in which copyright subsists, which, if made in the United Kingdom, would infringe copyright, and as to which the copyright owner gives notice to the Commissioners of Customs and Excise, stating his desire to exclude their importation, shall not be imported, and they are to be subject to section 42 of the Customs Consolidation Act, 1876. That section contains a list of goods the importation of which is prohibited, and directs that in case of importation they are to be forfeited, and may be destroyed or otherwise disposed of as the Commissioners may direct. The first item in the list comprises books in which copyright subsists, so that the present provision is a reproduction of the existing law in a form suited to the extended copyright created by the Act. It is further provided, by section 14, that the Commissioners may make regulations respecting the detention and forfeiture of copies the importation of which is prohibited, and the conditions to be fulfilled before detention and forfeiture: also for reimbursement by the informant to the Commissioners of all expenses and damages incurred in respect of any detention made on his information and of proceedings consequent thereon. Regulations under this section have been made, and were published in the *London Gazette* of the 21st inst. A form is given for the notice by the owner of the copyright, stating his desire that the copies shall not be imported, and this must be accompanied by a statutory declaration that the contents of the notice are true. A form of this declaration is also given. The Commissioners, before proceeding to act on the notice, may call for such further information and evidence, verified, if so required, by statutory declaration, as they consider necessary to satisfy them that the article in question is liable to detention and forfeiture; and they may require a deposit to cover the expenses of examination of the goods, and, if the goods are detained, an undertaking as to reimbursement of expenses and damages. Clearly the Commissioners are not going to take any risks in the protection of owners of copyright against imported copies.

Marriage Brokage Contracts.

WRITING WITH reference to our recent observations (*ante*, p. 591), on marriage brokage contracts under English and French law, Mr. W. L. ROTHSCHILD, German advocate, of 41, Tavistock-square, London, has been good enough to send us a statement of the German law on the subject. "The point," he says, "is regulated now by section 656 of the German Civil Code, which provides as follows:—'No obligation arises from the promise of a fee for information of an opportunity to enter into a marriage, or for the procurement of the conclusion of a marriage. What has been paid in discharge of such promise may not be demanded back upon the ground of absence of legal liability. The foregoing provisions apply also to an agreement whereby the other party, for the purpose of fulfilling the promise, enters into an obligation towards the broker, *e.g.*, an acknowledgment of indebtedness.' Expressed in simpler language, this enactment means that no action can be brought by a matrimonial agent against the principal, nor on a promise of the above kind, nor upon any security given in fulfilment of such promise. On the other hand, the promisor cannot recover what he actually has given in discharge of the promise or security. The point of view from which this solution of the problem has been adopted seems clear enough. The German lawgiver wished to avoid any proceedings in which there might be arguments dealing with the history of a marriage, because such unseemly proceedings which by German rules of practice cannot be heard *in camerâ*, would be most likely to lead to a more or less serious disturbance of the conjugal bliss, or to the lowering of the social esteem of the spouses, or one of them. In pursuing this end, the legislator, on the one hand, refused to entertain an action of the agent for a fee, defeating, at the same time, very near evasions by way of extracting a security not disclosing the consideration. On the other hand, he denied the other party the right to recover by action payments actually made in discharge of the promise or security, which, apart from this proviso, would have

been recoverable, under the general provisions of the code, as having been made without legal ground. It is generally acknowledged that the claim of the agent for expenses is to be treated in the same way as his claim for a fee. For, if they have been embodied in the promise or covered by the security, they form part of an agreement in respect of which there lies no action, and if they are not recoverable in contract, they can certainly not be recoverable in anything less than contract."

Pension of Widow where Husband has Died by the Hands of His Wife.

A CURIOUS QUESTION has quite recently been raised in the civil court of Nuremburg—a question which does not appear to be governed by any case in the English reports. The wife of an official in the municipal school having been put upon her trial for the murder of her husband, was found guilty "with extenuating circumstances." She was sentenced to ten years' imprisonment, and shortly afterwards preferred her claim to the pension to which she was entitled as the widow of a public functionary. The court, after the circumstances of the claim had been set forth, observed that it seemed monstrous that the widow should claim a benefit which had been procured by her crime. The answer of her advocate was that the law which created the pension contained no proviso that in the case of the murder of an official by his wife she should forfeit all right to the pension which was granted to the widow. The question must be decided, not by rhetoric, but by the ordinary rules of construction of a statute. The case was adjourned for further consideration. It may be remembered that in *Re Crippen* (1911, p. 108) the conviction of a husband for the murder of his wife was held to be a "special circumstance" within the meaning of section 73 of the Probate Act, 1857, and the court passed over the legal personal representative of the husband and granted administration to the estate of the intestate wife, upon the application of one of her next of kin. It was argued for the next of kin that it was contrary to public policy that the husband's estate should benefit by his crime.

Accumulation of Business at the Central Criminal Court.

THE TIME occupied by the monthly sittings of the Central Criminal Court has, for some years, steadily increased, and the Recorder and Common Serjeant have occasionally observed that these sittings threaten to overlap each other, and that new arrangements for the dispatch of business are urgently required. A large part of the time occupied is devoted to the hearing of charges of fraud in commercial transactions. These charges involve the consideration of minute details and perplexing accounts, and are supported by the testimony of numerous witnesses. The expenses of such inquiries are enormous, and could not, in most cases, be borne by a private prosecutor. And inasmuch as it was the policy of our law, until a comparatively recent period, to leave the prosecution of criminals to the parties aggrieved, it is more than probable that the expense of an indictment led to the escape of many of those concerned in mercantile frauds. But the tendency of modern legislation is to throw the burden of prosecutions of more than ordinary importance on the Treasury. Treasury prosecutions proceed at a sober and deliberate pace, and full advantage is taken of the modern enactments for supplying prisoners with the means of defence. These reasons may account for the congestion of business in the criminal courts, and although it may be possible to introduce certain economies into our procedure, a greater expedition in the transaction of business can hardly be attained by anything short of an increase in the number of courts.

Legal Notices in the American Newspapers.

THE LEGAL notices in the American newspapers are strange and unfamiliar to English practitioners. Among the headings in the advertisement sheet of a leading New York paper are—1. Recorded Leases [with name and address of lessee]; 2. Recorded Transfers [with name and address of purchaser and attorney]; 3. Recorded Mortgages [with name and address of grantee and attorney]; 4. Satisfied Mortgages [with name and address of lender's attorney]; 5. Mechanics' liens; 6. Satisfied Mechanics' liens; 7. New Building Plans. A separate column, with a number of entries, is headed "Lis pendens." These notices are presumably published in accordance with some statutory enactment, and no better mode of publication could be devised, having regard to the avidity with which newspapers are perused in all the States of the Great Republic.

Revising Barristers and Insurance against Unemployment.

WE HAVE been informed on good authority that several revising barristers, who are exposed under the new Registration Bill to the risk of unemployment, have made inquiries at Lloyds as to the rate of premium at which they could insure themselves against the loss of benefit which they now derive from their offices. The answer to these inquiries is discouraging. It does not seem to be possible to effect the insurance at a lower rate than 65 per cent., and the temptation, in such circumstances, for those now in office to "become their own insurers" is irresistible.

The Measure of Damages in Light Cases.

SOME weeks ago there appeared in these columns (*ante*, p. 395), under the same title as the present article, an article which in substance was a respectful commentary upon the decision of NEVILLE, J., in the case of *Griffith* v. *Richard Clay & Sons (Limited)* (1912, 1 Ch. 291). That case raised an interesting and important point as to the method of assessing damages for the wrong inflicted by obstructing privileged light.

We think that the importance of the point for both branches of the profession cannot be over-estimated, because in almost every light case there is a time in the development of the case—often before it reaches counsel's chambers—when the amount of compensation is the only quarrel between the parties. A great number of these cases only come to trial because the plaintiff has "opened his mouth too wide," and because the defendant prefers to risk the uncertainties of litigation to being mulcted in a sum certain which he is convinced is far in excess of the pecuniary loss sustained by the plaintiff.

The question raised in the recent case was whether, where a plaintiff owns buildings with privileged light coming over the defendant's land, and also buildings (having no such privileged light) at the rear of the first mentioned buildings, the court ought to compensate the plaintiff on the footing (*a*) of the loss sustained by him only as regards the first mentioned buildings, or (*b*) of the loss sustained by him as owner of the combined property. There is no better method of exemplifying the principle at stake than to give succinctly the simple facts of that case; and parenthetically, we may add, the case came before the court in as convenient a form to raise the point with which we deal, as well could be.

The plaintiff owned two dwelling-houses in a street in Blackfriars, the one No. 62, a three-storeyed house, and the other No. 63, a four-storeyed house. He also owned a small warehouse (No. 63A) at the back of these houses, approached through a narrow passage-way running through No. 63. At the street end of this passage there was a doorway fitted with a door. There were other buildings in the street on either side of the plaintiff's two front houses, so that No. 63A was not visible from any part of the public street. On the opposite side of the street there had been for years an old saw mill (of about 17 or 18 feet elevation), and a timber yard, the former of which ran the whole length of the street facing the plaintiff's premises. The defendants had recently acquired the saw mill and timber yard, and had pulled down the old buildings and had erected a large building on the site. This large building interfered with the light formerly coming to the front windows of the plaintiff's two houses Nos. 62 and 63. The plaintiff brought an action. The defendants admitted that the ancient lights had been wrongfully obstructed, and brought a sum of money into court. The claim for an injunction having been waived the court was called upon to decide

the amount of the damages to which the plaintiff was entitled. NEVILLE, J., held that in estimating damages he was bound to consider the plaintiff as the owner of the combined site, and that, in considering the diminution in value of the premises lighted by the ancient windows, the court ought to have regard to the fact that the plaintiff was owner of property which would enable a purchaser from him to acquire a site available for the purpose of erecting buildings of the character which were suitable for the neighbourhood. On this footing damages were assessed at a higher figure than would have been the case had the court regarded the plaintiff as owner only of the buildings with the ancient windows. This decision the Court of Appeal has recently affirmed (1912, W. N. 146).

It will be useful to remind the reader of the main points of our former article. If the reader will turn back he will find that we submitted two observations: First, that the decision of NEVILLE, J., was not to be taken as an authority for saying that a building owner who wrongfully obstructs his neighbour's light by erecting a lofty building is liable to that neighbour, not only for the loss of light to that house, but also to any other house which his neighbour may erect on the site. We pointed out that NEVILLE, J., certainly did not expressly award damages for any prospective obstruction of imaginary future unprivileged windows. Our second observation amounted to a respectful expression of doubt as to the soundness of the decision, and we pointed out how very dependent was the law of light in all its principles and details on what we described as the "element of apparency." We humbly inquired why, if apparency governed all other rules of light law, ought an exception to be made on the question of damages.

The most remarkable feature of the judgments delivered in the Court of Appeal is that each one of them was expressly founded on Lord ESHER'S dicta in *Re London, Tilbury & Southend Railway Co. and Trustees of Gower's Walk Schools* (1889, 24 Q. B. D. 326, at p. 329). Now as regards the *Tilbury case* the facts there were briefly as follows. The trustees of certain schools had pulled down old buildings with ancient lights and had erected new buildings. Some of the new window spaces wholly or partially, while others in no way, coincided with the old window spaces. The railway company erected a warehouse under statutory powers on the other side of the street, thereby darkening all the windows. The trustees claimed compensation for all the windows. The company contended that they were only liable in respect of the coincident parts of the windows. The arbitrator assessed damages at one figure on the footing that the former basis was the correct one, and damages at half that amount if the latter basis was to be adopted. The court was asked to decide which of these two was the correct basis. The Court of Appeal, affirming the decision of the Queen's Bench Division, held that compensation was to be paid for all the windows; and each of the learned judges founded his decision on the construction of certain statutory provisions under which it had been held that a railway company was liable to compensate for damages whether otherwise actionable or not.

This admittedly was the clear ground for the decision in the *Tilbury case*. Lord ESHER, however, made certain statements which, we respectfully submit, run counter to the whole current of authority in light law. No doubt his lordship had in view the facts of that particular case, and when his words are read with those facts in view, they appear to us to be less startling than when drawn from their context and cited (as was done by the Court of Appeal in the recent case) as a proposition at large. Let the reader bear in mind that in the *Tilbury case* there were two sets of windows, the old and the new, the notional and the actual—some coincident and some non-coincident, but all intermingled more or less in the same positions. His lordship asks the question whether, apart from all statutory provisions, the owners could not sue and recover damages at common law for interference with the non-coincident, as well as the coincident, windows and parts of windows. His lordship then states the well-recognized principle that, where a plaintiff has a cause of action for a wrongful act, he is entitled to recover for all the damage caused which is a direct consequence of the wrongful act, and so probable a consequence that, if the defendant had considered the matter, he must have foreseen that the whole damage would result from that act. "If that be so," his lordship continued, "and a person puts up buildings, the inevitable consequence of their erection being to obstruct ancient and modern lights, should he not be taken to have foreseen that in obstructing the one he would obstruct the other?" His lordship then laid it down that, had that been a common law action, the plaintiff would have been entitled to damages for the whole consequences of the wrongful act of obstructing ancient lights, which would include damage to the new as much as to the old lights. So much for the *Tilbury dicta*.

Now, taking these *dicta* in their literal sense, they seem to lead to some very strange conclusions. Suppose A owns ten houses in a row, all of them overlooking B's land, but only one of them with ancient windows. Suppose B builds a high wall along the whole length of A's row of houses, obstructing every window. According to Lord ESHER'S *dicta*, B is to pay for every one of A's windows, new as well as ancient! We are pleased to find that we are not alone in our criticism of these *dicta*. Lord MERSEY (then BIGHAM, J.), in *Horton* v. *Colwyn Bay, &c.* (1907, 1 K. B. 14, at p. 23), expressed doubts both as to Lord ESHER'S reasoning and conclusions, and pointed out that in the *Tilbury case* counsel had, in fact, conceded (and we believe very properly conceded) that damages could not be recovered for the new lights in a common law action.

Yet these are the *dicta* which each of the learned Lord Justices regarded as covering and disposing of the question in the recent case, and their lordships further made it clear that it was not the actual decision in the *Tilbury case*, but the *dicta* of Lord ESHER, upon which they placed reliance. But even assuming Lord ESHER'S *dicta* to be a correct statement of the law, it is by no means easy to see how they cover the point raised in the recent case.

The only principle, so far as we are able to discover, which is common to both Lord ESHER'S judgment and the recent decision of the Court of Appeal is that, as the defendant's building has (as regards ancient lights) a tortious effect, he is accountable in cash to the plaintiff for all the prejudicial results flowing from the mere existence of the offending building. It appears, therefore, that it does not matter a jot whether the depreciation to the plaintiff's property is due to the loss of amenities which otherwise the law would not protect (as, *e.g.*, unprivileged light), so long as the loss of these amenities is due to the presence of the offending building.

This seems to predicate that the erection of the building is itself unlawful, whereas, in fact, it is unlawful only in so far as it interferes with ancient lights. But this is merely our criticism. What we are entitled to speak of with more boldness is the result of this new-found principle of light law. Three points occur to us, and we must plead the importance of the occasion as our excuse for elaborating them in some detail.

In the first place, we submit that the new principle raises doubts which have been heretofore unthought of. Thus, why stop at unprivileged light as an item for which the defendant is to be charged? The plaintiff's building may have become enormously depreciated by reason of the interference with the view which he has formerly enjoyed over the defendant's land; and as this amenity has been destroyed by the erection of the offending building, ought its loss not to be considered? It is quite true that the law will not protect the amenity of prospect, but neither will it protect unprivileged light. Why under the new principle should there be any distinction between the one and the other? Again, if the new building has caused the plaintiff's chimneys to smoke, why not take this into consideration? But need we multiply instances?

In the second place, the combined effect of Lord ESHER'S *dicta* and the recent decision of the Court of Appeal seems to be that if, *e.g.*, A owns a one-storey house with ancient windows overlooking B's land, and B builds an exceedingly lofty building which actually obstructs the light of A's windows, and would in fact deprive a six-storey house, had one been standing on the foundations of A's house, of the light coming over B's land, then B must pay to A the same sum which in fact he would have had to pay had his new building deprived the non-existing

windows of the non-existing six-storeyed house of their light. In other words, the damages would be the same in the case of B obstructing the privileged windows of the first floor *plus* the new windows of the five new storeys, as in the case of B obstructing the privileged windows of six storeys.

In our former article we warned the reader against treating the judgment of NEVILLE, J., as warranting any such conclusion. But it now seems that we should not be justified in repeating this warning as regards the judgment of the Court of Appeal.

In the third place, it seems clear that now we must take it that it lies in the hands of a dominant owner to increase by his own act and at his own pleasure the price of his light easement. He can, by purchasing adjoining property, increase the damages to which he would be entitled if his neighbour interfered with his privileged lights. Thus if A owns a house with privileged windows overlooking B's land, and A buys other land adjoining his house, B will be mulcted in damages, if he interferes with A's light, at a higher figure after the purchase than he would have been had he interfered with those lights prior to the purchase. And this, apparently, whether he knew or not of the purchase.

In our former article, as we have already said, we ventured to point out the dependency of the law of light in all its details and principles upon the element of apparency. We suggested that, on principle, apparency ought to govern this question of damages—in other words, that as the house and its windows were the only apparent things, the servient owner ought only to suffer for his wrongdoing in so far as he had disregarded apparent rights. But this cannot now be taken to be the law. The Court of Appeal has said otherwise, and there is an end of the matter. We are not so grieved at finding ourselves at fault in our suggestion, as we are surprised to find the way in which the new principle appears to trench upon the sanctity of the cardinal rule of all easement law, viz., that the dominant owner cannot by his act increase the burden of the servitude. No doubt it may be said that there is a distinction between increasing the value of an easement and increasing the burden of an easement. But the burden of an easement can always be freed at a price. If the easement becomes more valuable to the dominant owner, the price of freedom becomes automatically greater. So, in substance, the value and the burden of an easement are one and the same thing, because each is measured by the price of freedom.

In conclusion, we may sum up the general effect of the recent decision in two brief sentences. The obstruction of ancient lights must now be regarded as carrying with it graver consequences for the defendant than those which such a wrong was heretofore believed to carry. The law of light is one degree more complicated than even the experts up to now believed it to be.

Reviews.

Justices' Manual.

STONE'S JUSTICES' MANUAL FOR 1912. FORTY-FOURTH EDITION, by J. R. ROBERTS, Esq., Solicitor and Clerk to Justices. Shaw & Sons.

This new edition of a standard work contains all the wonted features of previous annual issues. The first ninety-two pages contain a very complete summary of the procedure that prevails in summary jurisdiction courts, and the remaining 1,400 comment upon the various offences with which such courts have power to deal. In addition there are a table of statutes, which runs to fifty pages, a table of cases which consumes another 100, and an admirably complete index which mounts up to another 130. In the appendix there is a useful analytical table of offences with the maximum punishment in each case. Since 1911 twenty-four statutes have been passed into law which require to be known by the magisterial bench, and all duly appear here; we may note among these—as specimens of the wide range which is covered by the duties of the modern justice—the Coal Mines Act, the Rag Flock Act, the Shops Act, and the National Insurance Act. Many new cases also appear, one of which (*Rex* v. *Acaster* and *Rex* v. *Leach*, 76 J.P. Newspaper 16) has since been reversed in the House of Lords, (February 26th, 1912). As "Stone" goes to press on the 20th of January, however, the Editor is not responsible for the omission to note how the case had been dealt with in the final Court of Appeal. This is the only *lacuna* of any kind which we have discovered in this new edition; and we can confidently recommend it to the practitioner in magisterial courts as in every way worthy of preceding issues.

Magistrates' Practice.

THE MAGISTRATES' PRACTICE FOR 1912. NINTH EDITION. By C. M. ATKINSON, Stipendiary Magistrate for the City of Leeds. Stevens & Sons.

This is the second year in which Mr. Atkinson has issued his Magistrates' Practice in its new form as an annual volume. The subject-matter is, of course, substantially the same as that contained in Stone, but the arrangement is different. Each offence in the former work appears in alphabetical order, whereas Mr. Atkinson classifies the law under headings in separate chapters. Although not quite so authoritative or complete as Stone's standard work, this volume is in some ways more readable, and is quite reliable for the every day work of the practitioner.

Books of the Week.

Companies.—Company Precedents for Use in Relation to Companies subject to the Companies (Consolidation) Act, 1908. Part I., arranged as follows:—Promotors, Prospectuses, Underwriting, Agreements, Memoranda and Articles of Association, Private Companies' Employés' Benefits, Notices, Resolutions, Certificates, Powers of Attorney, Banking and Advance Securities, Petitions, Writs, Pleadings, Judgments and Orders, Appeals to House of Lords, Reconstruction and Amalgamation Arrangements. With Copious Notes and an Appendix containing Acts and Rules. Eleventh Edition. By Sir FRANCIS BEAUFORT PALMER, Bencher of the Inner Temple; assisted by the Hon. CHARLES MACNAGHTEN, K.C., and EDWARD MANSON, Barrister-at-Law. Stevens & Sons (Limited).

Trusts.—The Law relating to Trusts and Trustees. By ARTHUR UNDERHILL, M.A., LL.D., one of the Conveyancing Counsel to the Court. Seventh Edition, Revised and Enlarged. Butterworth & Co.

National Insurance.—The Law of National Insurance. With Introduction and Notes. By EDMOND BROWNE, Barrister-at-Law, and H. KINGSLEY WOOD, Solicitor. Second Edition. Sweet & Maxwell (Limited).

Workmen's Compensation.—Reports of Cases under the Workmen's Compensation Acts, including all Cases relating thereto decided in the Court of Appeal (England), Court of Session (Scotland), and on Appeal therefrom to the House of Lords. Edited by WILLIAM E. GORDON, M.A., Barrister-at-Law, Part II. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

Correspondence.

The Insurance Act.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In reply to the letter of "A Country Solicitor" in your issue of to-day, what I propose to do is to pay what is required of me under the Act, and at the same time see that my clerks are no worse off than they would be without the Act. I can do this by paying to them during sickness the *difference* between what they will receive under the Act for sick pay and their full salary as before. I think "A Country Solicitor" will find this arrangement work out satisfactorily to both parties, but I shall be glad if anyone will point out any objection to it that I may have overlooked.

I fully sympathize with your correspondent's remarks on the present position of a country solicitor with a small practice. We still have our "Old Age Pension" to look forward to!

ANOTHER COUNTRY SOLICITOR.

June 22.

The Inquisition.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—We enclose some recent correspondence for your perusal, the summary of which is as follows:

A surveyor of taxes wrote to the secretary of a company for whom we act asking for information as to the consideration for the allotment of certain shares, amongst which were shares allotted to the vendor's nominees. The letter being passed on to us, we wrote asking why the information was required, and for the statute

or rule conferring on the directors protection if information were given.

The reply is, that it is a matter of practice of the department; that there is an assumption that the allottees are liable to assessment (for income tax); and there is a specious suggestion that the directors might be able to rebut this assumption at once, and so save the allottees from being assessed (presumably, as a try-on).

Is it not time that some association was formed carefully to watch the growing inquisitorial powers of the Revenue? We ask your leave to submit a few other cases. It has for some years been the custom to enclose with the form of assessment of an employer's income another form of return stating the names and addresses of persons employed at a salary of £160 or upwards, or who, while drawing less, yet supplement it from other sources. Statutory sanction for this is contained in the 21st section of the Finance Act, 1907, but if our memory be correct, we think the information was asked for before then. The enactment was probably not noticed in the general rush of legislation and more exciting Bills, but why should an employer be compelled to give information either of the salaries he gives or the other sources of income of his clerks? Last year, we think you, Sir, drew attention to the further form sent to solicitors with regard to trusteeships. This notice does not seem to have been repeated, but unless watch is kept, we shall find it authorized by some out-of-the-way clause in a new Finance Act.

Take another case: super-tax was imposed for the purpose, ostensibly, of making richer men amenable to higher taxation, and as regards ordinary tax, abatements were allowed on "earned incomes" within certain limits. Now the underground working is to make everybody file a detailed return of his entire income. Formerly a business man having private property made a return of his business income, but not of his private as being taxed at the source. The Revenue, therefore, did not know the extent of any man's fortune. If a man has less than £3,000, then to avail himself of the abatement he must now disclose to the authorities *all* the sources of his income. Next suppose his total income is over £3,000, or that he is indifferent (as some are) about claiming the abatement? What happens? He is served with a super-tax notice, in spite of the assurance given in debate that the super-tax powers would not be used capriciously or oppressively. It is not sufficient for such a man to make even a statutory declaration that he has not £5,000 a year or to offer inspection of his bank book or other books; he must make the prescribed classified return. It may be said that, although classified, only totals and not details are required. So it is in this first instance—too much public attention must not be attracted at first—but the authorities are beginning to feel their way. We quote from a recent letter of the Commissioners to a client whose income is under £4,000. "Be good enough to furnish a detailed statement of income from interest, dividends, &c., returned. The statement should shew the various sources of income (such as the names of the companies from which interest, dividends, &c., were received, with the amount of the income derived from each separate source), &c., &c. There is here no suggestion that it is a false return (against that, other machinery is provided), and if the return is correct, then no super-tax is leviable. So it must be for some other purpose than the collection of revenue that the information is required. Now it is to be borne in mind that, in reference to the valuation of landed property, the Chancellor of the Exchequer has alluded to its usefulness as affording a great property register (even, in fact, a conveyancing adjunct), and, we ask, is it too far-fetched to fancy that with his denunciation of the rich, or even merely well-to-do, and his vaunt of having more hen-roosts in view, he may have in mind a personal property register also. With the House of Lords paralyzed, if a sudden wave brought a really socialistic party into power, a confiscatory attack on opponents would be vastly aided, with such a real and personal property register at hand. No suggestion of such a purpose naturally appeared in the debates, but although the Government were appealed to to make some limitation of the wide powers given for demanding super-tax returns, their retention was insisted upon.

While not in any way justifying inaccurate "returns," attention should be drawn to the attitude of the Revenue in the matter of penalties. By section 94 of the 1910 Act a false statement of representation is punishable with imprisonment with hard labour without the option of a fine. We think that hitherto the case has been met by pecuniary penalties only.

It is also to be observed that the provisions of the Perjury Act, 1911, are made to extend to any "estimate" or "return" or even "oral answer" required to be made under or in pursuance of any public Act of Parliament. This multiplication of crimes to assist a Public Department in its duties is a matter which should not lightly be dismissed.

Even in the matter of the new National Insurance cards a word that at once strikes the eye is "fe!ony" in black type and underlined. Psychologists tell us that to live in an atmosphere suggesting wrong tends to make wrong done. The Act alone seems to have created a pretty strong atmosphere of irritation. Here, again, it is the employer who is made the tax collector; he is "entitled" to recover the workman's contribution, but there is no provision (as usual when payment is made first by the lesser man, *e.g.*, property tax, &c.) that the contribution must be repaid, and no contract to the contrary shall be valid. At present penalties on employers are by way of fine, but if magistrates should adjudge nominal fines, then we may soon expect the penalty to be hard labour without option.

Bills, of course, are carefully scrutinized by the different corporate societies specially affected, but we think some society is wanted to protect the general public.

NEEDHAM & TYER.

12, Bloomsbury-square, London, June 26.

CASES OF THE WEEK.

House of Lords.

WALFORD AND ANOTHER *v.* WALFORD. 20th and 21st June.

WILL—LEGACY—FUND WHOLLY REVERSIONARY—TIME FROM WHICH INTEREST RUNS—DEMONSTRATIVE LEGACY.

Held, affirming the decision of the Court of Appeal, *reported* sub nom. In Re Walford, Kenyon *v.* Walford, 1912 (1 *Ch.* 219), *that a demonstrative legacy directed to be paid out of a reversionary fund did not afford an exception to the general rule that, where no time is fixed for payment, a legacy carries interest from the expiration of twelve months from the testator's death.*

Appeal from an order of the Court of Appeal. By his will, the testator, J. A. H. Walford, appointed his father his executor, and made the following disposition:—"I give and bequeath to my sister, Mary Joan Henshaw Walford, the sum of ten thousand pounds sterling (£10,000) as her sole and absolute property, to be paid out of the estate and effects inherited by me from my mother in terms of her last will and testament . . . and as regards the residue of the aforesaid estate and effects of my said mother to be inherited by me in terms of her aforesaid will, and of all my estate and effects at present in my possession and enjoyment, I do hereby appoint as my sole heir or heirs such heir or heirs as will succeed to the estate of my father," and appointed by his father's will. The testator died on the 3rd of June, 1903. All the property to which he was entitled under the will of his mother, who had died in 1900, was comprised in his parents' marriage settlement, and was reversionary, being expectant upon his father's life interest therein. The testator's father died in 1910, having, by his will, appointed executors and trustees, and (after a specific devise to his surviving son) gave all the residue of his estate to his trustees in trust for his second wife, the defendant, Emily de C. Walford, during widowhood, with remainder to the defendant, R. H. Dunn, absolutely, whom he made his heir in accordance with the terms of his son, the testator's, will. The trustees took out a summons for the determination (*inter alia*) of the question whether the legacy of £10,000 to the defendant carried interest, and, if so, from what date. The Court of Appeal, reversing Joyce, J., on this point, held that the legacy of £10,000 was a demonstrative legacy, and that interest on the legacy ran from the expiration of a year from the testator's death.

Lord HALDANE, C., in giving judgment, said there were legacies of three kinds—specific legacies, general legacies, and demonstrative legacies. In this case the appellants maintained that the £10,000 legacy was a specific one; while the other side contended that it was a demonstrative legacy. The question was whether the legacy was, on the true construction of the clause, payable only at some later date. In his opinion there was nothing which expressly or impliedly led to that being the true construction. In ordinary circumstances a legacy was payable within the year after the testator's death; and after a year interest began to run against the estate; and, therefore, it was for those who asserted that the payment of interest ought to be postponed to establish their case. It was quite possible that if the testator's attention had been directed to this question he would have expressed himself differently, and would have said, "I do not intend the legatee to have any interest until the falling in of the reversionary fund, out of which the legacy is to be paid." If that was his intention, then he did not make it clear. The courts were precluded from conjecturing what the testator's intention might be, and such an intention as the appellants here asked the court to infer could not be spelt out of the words used. The principle laid down by Lord Cairns in *Lord* v. *Lord* (1867, L. R. 2 Ch. 782, 789), he thought, applied. The appeal, therefore, failed.

The Earl of HALSBURY, Lord ASHBOURNE, Lord MACNAGHTEN, and Lord ATKINSON concurred.—COUNSEL, for the appellants, *Buckmaster*, K.C., and *J. E. Harman*; for the respondent, *Cave*, K.C., and *W. M. Cann*. SOLICITORS, *Trotter & Patteson; Johnson, Weatherall, & Hunt.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Judicial Committee of the Privy Council.

***Re* THE WORKMEN'S COMPENSATION ACT (BRITISH COLUMBIA), 1902. MILLE KRZUS *v.* CROW'S NEST PASS COAL CO. (LIM.).**
15th and 16th May; 11th June.

MASTER AND SERVANT—"ACCIDENT ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT"—DEPENDANT—RIGHT OF ALIEN'S DEPENDANT RESIDENT IN A FOREIGN COUNTRY TO COMPENSATION—WORKMEN'S COMPENSATION (BRITISH COLUMBIA) ACT, 1902 (2 ED. 7, C. 74).

The provisions of the Workmen's Compensation (British Columbia) Act, 1902, are similar, so far as the rights of a dependant to claim compensation, to those contained in the English Act of 1897.

A workman was killed while at work in a mine at British Columbia. He was an Austrian subject, and his wife, who was also an Austrian, was resident in Austria at the time that her husband met with the accident.

Held, that the Act applied to the death of an alien workman leaving alien dependants resident abroad, and, therefore, that the widow was entitled to the award which had been made in her favour.

Appeal by the administrator of the personal estate of Albert Krzus, late of Michel, in the province of British Columbia, raising the question whether the Workmen's Compensation (British Columbia) Act, 1902, extends to the case of dependants who are aliens residing in a foreign country. The Court of Appeal for British Columbia, reversing a judgment of Clement, J., upon a case stated by an arbitrator, held that it did not so extend. The appeal was argued before a committee consisting of Lords MACNAGHTEN, ATKINSON, and SHAW, and judgment was reserved.

Lord ATKINSON, who delivered the judgment, said that the facts were few and simple. The defendant company had in their employment at Fernie, British Columbia, a workman who was an alien, an Austrian subject, named Albert Krzus. While in his employment he met with a fatal accident "arising out of and in the course of his employment" within the meaning of the statute. He was a married man, and his wife, now his widow, resided at the time of the accident, and still resided, in Austria, and was, like her husband, an Austrian subject. The appellant, who was the legal personal representative of the deceased, and himself resided in the Province of British Columbia, applied for compensation on behalf of the widow. There was no dispute that she was a dependant, and was entitled to compensation if the benefit of the Act applied to an alien not resident in the country where the cause of action arose. The judge held she was entitled to succeed, and made an award in her favour. That award, however, was set aside by the Court of Appeal on the ground that there was no liability on the master to compensate a dependant who was an alien residing in a foreign country. Krzus appealed. The committee were of opinion that the judgment of the Court of Appeal was erroneous, and that the arbitrator was right in making the award in favour of the widow. There was no provision in the Act requiring that a dependant to succeed must be resident within the jurisdiction. Accordingly the committee would humbly advise His Majesty that the appeal should be allowed, with costs.—COUNSEL, for the appellant, *Joseph Martin*, K.C., and *L. P. Eckstein*; for the respondents, *Sir R. Finlay*, K.C., *Rowlatt*, and *Sherwood Herchmer*. SOLICITORS, *Blake & Redden*; *Armitage, Chapple, & Macnaghten*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

***Re* KNOLLYS' SETTLEMENT. SAUNDERS *v.* HASLAM.**
No. 2. 22nd June.

FINANCE (1909-1910) ACT, 1910, S. 27—PROVISIONAL VALUATION—DUTY OF TRUSTEES TO CHECK.

Trustees are under no absolute duty to employ a valuer to check the provisional valuations of the trust property made under section 27 of the Finance (1909-1910) Act, 1910. They have a discretion in the matter which will not be interfered with, especially if the remainderman is sui juris and able to protect himself by employing a valuer on his own account.

Appeal from the decision of Neville, J. (reported p. 392 *ante*). The question was whether trustees of settled property are under an obligation to check the provisional valuations made for the purposes of the Finance (1909-1910) Act, 1910. The facts are set out in the previous report, where the sections of the Act are referred to.

THE COURT (COZENS-HARDY, M.R., and FARWELL and KENNEDY, L.JJ.), unanimously dismissed the appeal. The general proposition contended for could not be supported without holding that the Government valuers were unreliable. There might be cases where infants were concerned, and there was ground for suspecting the correctness of the valuations, in which it would be proper for the trustees to employ a valuer to check them, or else take the opinion of the court. Here the remainderman was *sui juris*, and able to protect himself if he chose to do so. The trustees said that in the exercise of their discretion they did not think fit to check the valuations, and there was no ground for the court to interfere.—COUNSEL, *Peterson*, K.C., and *G. B. Hamilton*; *Butcher*, K.C., and *T. L. Wilkinson*. SOLICITORS, *Burnie & Co.*; *Lindsay, Greenfield, & Masons*.

[Reported by F. GUTHRIE SMITH, Barrister-at-Law.]

***Re* WALTER. TURNER *v.* WALTER.** No. 2. 19th June.

WILL—CONSTRUCTION—SETTLED LEGACY—LAPSE—DEATH OF LIFE TENANT BEFORE TESTATOR.

A testator bequeathed his residuary estate to be divided between his five named children, "subject to the trusts following," which were in effect a settlement on each child for life, with remainder as to the capital of the share to his grandchildren, the children of such child, with accruer to the other shares in default of such grandchildren. One of the children died in the lifetime of the testator, leaving no issue him surviving.

Held (reversing the decision of Neville, J.*), that the share of the deceased child did not lapse, but accrued to the other shares.*

The testator bequeathed his residuary estate on trust to divide the same equally between five named children, subject to the trusts following:—As to the income of each share to pay the same to each child during his or her life, and, after his or her death, on trust as to capital and income to divide the same among the issue born in his or her lifetime, as he or she might appoint, and, in default of appointment, on trust for his grandchildren, the children of such child equally, upon attaining the age of twenty-one years, and if no grandchild should live to attain the age of twenty-one years, then in trust for the others, or other, of his said five children in equal shares. There was a direction that accrued shares were to be subject to all the trusts of original shares, and a proviso at the end of the will that if any child should die in his lifetime, and any issue of such child should be living at his death, the shares to which the child so dying would, if living, have been entitled should be held by his trustees upon such trusts as the same would have been subject to if such child had died immediately after his decease. Neville, J., having held that, owing to the death of one of the children without issue in the testator's lifetime, there was an intestacy as to his share, some of the grandchildren appealed.

COZENS-HARDY, M.R.—It has been contended that there is a settlement of what each child took, and that if a child had died in the testator's lifetime, leaving issue, such issue would not have taken, except by virtue of the proviso at the end of the will. I am unable to accept this view. The will shews throughout a strong desire that the children should only take life interests, and the gifts are, in effect, to children for life, with remainders over. The cases such as *Stewart* v. *Jones* (3 De G. & J. 532) and *Re Roberts* (30 C. D. 232) were class gifts, or else required the legatees to attain the age of twenty-one years, and are distinguishable. *Re Pinhorne* (1894, 2 Ch. 276) and *Re Powell* (1900, 2 Ch. 525), confirmed by *Re Whitmore* (1902, 2 Ch. 66), are directly in point, and assist me in arriving at the conclusion that, notwithstanding the death of a son in the testator's lifetime, the subsequent limitations of his share are to be carried out.

FARWELL, L.J.—Applying the principle of *Lassence* v. *Tierney* (1 Mac. & G. 551), we have to see whether there is a clear absolute gift followed by a settlement of the subject-matter of the gift, or a gift of a life interest only. The trust here is all in one sentence, with the direction to divide, and cannot be separated from it.

KENNEDY, L.J., concurred, and the appeal was allowed.—COUNSEL, *Hon. A. Shaw*; *Kerly*. SOLICITORS, *Langhams*, for *Dawson & Hart*, Uckfield.

[Reported by F. GUTHRIE SMITH, Barrister-at-Law.]

***Re* SALMEN. SALMEN *v.* BERNSTEIN.** No. 2. 24th June.

WILL—EXECUTOR MANAGER OF BUSINESS—SALARY GIVEN BY WILL—LEGACY—INSOLVENT ESTATE.

A testator empowered his trustees to appoint one of their number to manage his business till sale, at a salary, the estate afterwards proving insolvent.

Held, that the gift of salary was a legacy, and could not be paid in priority to the creditors of the estate.

Appeal from a decision of Eve, J. A testator appointed Bernstein, Friend, and Stilgoe, executors and trustees of his will, and empowered them to carry on his business with a view to its sale as a going concern, and to employ one of their number as manager. The testator died in October, 1907, and his business was carried on by the appellant, Bernstein, until its sale in February, 1910. In December, 1908, a decree for administration was made at the instance of one of the beneficiaries. A summons in the action was taken out by the executors, asking that £300 per annum might be allowed to Bernstein as manager, but was resisted by the plaintiff, and, after several adjournments, was allowed to drop. The estate subsequently proved to be insolvent, and a creditor, having obtained the conduct of the suit, in February, 1912, objected to the allowance of £300 per annum in the executors' accounts. Eve, J., rejected the executors' claim to the allowance, and the executors appealed.

COZENS-HARDY, M.R.—Whatever one's sympathies may be, the authorities leave us no option but to reject this claim. The appellant's argument is the same as that which I addressed to the court in *Re White* (1898, 2 Ch. 272). The true principle is that a trustee has no right to make a profit in the absence of express provision in the will, but such a provision has no force against the creditors when the estate is insolvent. In *Re White* (*supra*), Kekewich, J., held that a

direction to allow profit costs was in the nature of a legacy to the solicitor-trustee, and Chitty, L.J., said, "the principle applies, not only to solicitor-trustees, but to all trustees, to accountant-trustees, to architect-trustees and surveyor-trustees—in fact, to all professional trustees." I think, therefore, that it applies to this trustee as the manager of a mercantile business.

FARWELL, L.J.—An argument was addressed to us that the executors were liable to Bernstein on account of his employment, and were, therefore, entitled to indemnity. This was set up in *Re White* (*supra*), but is unsound. The case is not one of indemnity, but of obtaining money directly from the estate.

KENNEDY, L.J., concurred, and the appeal was dismissed.—COUNSEL, *Dighton Pollock* and *Beebee; P. O. Lawrence*, K.C., and *Stamp*. SOLICITORS, *Stilgoes; A. E. Eves*.

[Reported by F. GUTHRIE SMITH, Barrister-at-Law.]

High Court—Chancery Division.

BAKER MOTION PHOTOGRAPHIC CO. (LIM.) v. E. HULTON & CO. (LIM.) AND OTHERS. Neville, J. 21st and 24th June.

COPYRIGHT — PICTURE—INFRINGEMENT—INJUNCTION—DAMAGES—PENALTIES—COPIES MADE BEFORE REGISTRATION—SUBSEQUENT REGISTRATION—SALE AFTER REGISTRATION—COPYRIGHT ACT (25 & 26 VICT., C. 68).

A certain photograph was taken by the agent of the plaintiffs of an incident at the Delhi Durbar, and the plaintiff subsequently saw a similar photograph appear in an illustrated paper. He thereupon registered his photograph under the Copyright Act, and proceeded to the office of the paper and purchased two copies of the paper which contained the photograph, and sued the publishers and proprietors of the paper, claiming an injunction and damages for infringement of his copyright.

Held, that he was entitled to an injunction, and to an inquiry as to damages.

The plaintiffs in this action were photographers and makers of cinematograph films, and they supplied the illustrated newspapers with their photographs. The defendants were the proprietors and publishers of a newspaper called the *Daily Sketch*. On the 1st of January, 1912, the plaintiffs registered certain photographs of the Gaekwar of Baroda, taken for them at the Delhi Durbar, under the Copyright Act (25 & 26 Vict., c. 68), and they now alleged that subsequently to their registration of their copyright in the said photographs, the defendants wrongfully and contrary to the provisions of the statute, and without the consent of the plaintiffs, sold, published, exhibited and distributed copies and imitations of their copyright, and they claimed an injunction to restrain the defendants from selling, publishing, exhibiting or offering for sale any repetitious copies or imitations of such photographs, and they further claimed the penalties under the statute, and other relief. The defendants admitted that the issue of the *Daily Sketch* referred to by the plaintiffs did contain reproductions of two photographs purporting to represent the Gaekwar of Baroda, but alleged that such photographs did not, in fact, represent the Gaekwar at all, but were similar views of some other Indian prince. The photographs only shewed views of the backs of the princes. They denied the infringement. They further alleged that the consent of the plaintiffs was given to one Douglas Brown to publish the photographs, and that there had been previous publication at Cinema House on the 30th of December, and at other cinematograph theatres. Counsel for the plaintiffs contended that immediately upon the plaintiffs registering their copyright the defendants became liable for any infringement, and that the plaintiffs had only to prove a publication subsequent to that registration to entitle them to succeed in the action. He referred to *Tuck & Sons* v. *Priester* (1887, 19 Q. B. D. 629) and *Graves* v. *Gowie* (1903, A. C. 496).

NEVILLE, J., after stating the facts, and dealing with the various other points raised in the action, said: I am satisfied that on the evidence the photograph is a copy of the plaintiff's photograph of the Gaekwar, and that no permission was given, either by the plaintiffs or any authorized agent on their behalf, to the defendants to copy the photograph. With regard to the question of publication, directly the plaintiffs saw the photograph in the *Daily Sketch* on the 1st of January, they registered their copyright in their photograph, and then went to the office of the *Daily Sketch*, where they purchased two copies of the paper containing the infringing photographs. This was undoubtedly a sale on publication after registration, and the defendants are liable for that infringement. In my opinion, this case is covered by the decision in *Tuck & Sons* v. *Priester* (*ubi supra*), where it was laid down that a proprietor of a work of art has a copyright in it from the time of its publication, but cannot sue or recover damages for infringement before he has registered his copyright under the Act. But directly he has registered, he can sue to restrain and recover damages for any subsequent infringement. [After dealing with the question of the amount of damage sustained by the plaintiffs, and some other matters, his lordship proceeded:] I accordingly hold that the plaintiffs are entitled to the injunction, and to an inquiry as to damages.—COUNSEL, *Jenkins*, K.C., and *Gilbert Beyfus; Peterson*, K.C., and *Owen Thompson; Gerald Rufus Isaacs*. SOLICITORS, *G. A. Baker; Lewis & Lewis*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

HOUGHTON AND ANOTHER v. PILKINGTON. Div. Court. 21st June.

TORT—NEGLIGENCE—SCOPE OF SERVANT'S AUTHORITY.

H., the defendant's servant, was driving a "float" on a milk round, when the boy in the float, who delivered the milk, fell out of the float and was injured. The plaintiff, standing at the door of her house, saw the accident, and went to the boy's assistance. She said to H., "Shall I help you to take him home?" H. answered, "You can if you will; get in." The plaintiff got in, and whilst she was assisting the boy the horse started, and the plaintiff also fell out of the float and was injured. At the time the horse started H. was standing sideways in the float looking at the plaintiff, with the reins in his hands.

Held, that, notwithstanding the emergency, H. had no implied authority to invite the plaintiff into the float, and that therefore the defendant owed no duty to the plaintiff, a breach of which gave her a right of action.

Appeal from the county court. The action was for damages for personal injuries alleged to be due to the negligence of the defendant's servant. The evidence at the trial appears sufficiently from the headnote. The county court judge found that the plaintiff was invited into the cart at a moment that constituted an emergency, and he held that there was an obligation on the defendant's servant to secure assistance for the boy—an obligation on behalf of his master—and he found that the defendant's servant had been negligent, and found for the plaintiff for £30 damages. The defendant appealed, and on the appeal it was contended on his behalf that he owed no duty to the plaintiff, for his servant had no authority to invite the plaintiff into the float; in any case, the plaintiff must be considered as in the position at most of a fellow-servant of H., and subject therefore to the doctrine of common employment: *Degg* v. *Midland Railway Co.* (1 H. & N. 773). Further, there was no evidence of negligence on the part of H. It was contended for the plaintiff that, owing to the emergency, H. had an implied authority to invite the plaintiff into the float, and that there was evidence of negligence on the part of H. Besides the cases cited in the judgments, *Potter* v. *Faulkner* (1 B. & S. 800), *Walker* v. *Great Western Railway Co.* (L. R. 2 Exch. 228), and *Bass* v. *Hendon Urban District Council* (23 T. L. R. 317) were mentioned.

BRAY, J.—This case raises a point of some importance. [The learned judge then stated the facts of the case.] The plaintiff, to establish her claim, had to prove that the defendant owed a duty to her, and that there was a breach of that duty. The main argument has turned upon the first proposition—as to whether there was any duty which the defendant owed to the plaintiff that his servant should take care. The county court judge said the plaintiff was something more in law than a volunteer: she was invited into the defendant's float by his servant at a moment which constituted an emergency, and he held that there was an obligation on the defendant's servant to secure assistance on behalf of his master. Is this right in law? Did that duty arise under the circumstances of the present case? To answer these questions we have to see whether Heaps, the defendant's servant, had authority to invite the plaintiff to do what she did. Was there such an authority, and how was it obtained? It is clear that it was not in the ordinary course of Heaps' employment to ask anyone to ride in the float. The float was to carry milk churns and not passengers. It is plain that Heaps had no authority to ask the plaintiff into the float, unless by law such an authority is to be inferred from the emergency that arose. This point was considered in the case of *Cox* v. *Midland Railway Co.* (3 Exch. 268). The facts in that case were that there was an accident and several people were injured. A servant of the railway company called in a surgeon, who subsequently brought an action against the company to recover his fees for attending the injured persons. The question whether the surgeon had a right of action for his fees against the company depended on whether the company was bound by the act of their servant in calling in the surgeon. Baron Parke said: "Could it be maintained that a coachman from whose carriage a passenger had fallen and broken his arm, or by which another person had been run over, or a horsekeeper who happened to be near, or the book-keeper, could bind his master by a contract with a surgeon to cure the injured persons and oblige his master to pay the bill? We are of opinion that he could not. Though it might be a benefit to the master to have the damage diminished by a speedy cure, if he was really liable for that damage, it would be a prejudice to him to be bound to pay if he was not; and is the servant to decide whether his master is liable or not—a man whom he has not appointed with any view to the exercise of such a discretion? We think the servant has clearly no such power. The employer of an agent for a particular purpose gives only the authority necessary for that agency under ordinary circumstances. . . ." The only distinction that can be drawn between that case and the present is that in that case the servant was seeking to bind his master by a contract to pay for services. Here the servant gave an invitation which, it is said, involved an obligation to take care. In either case the suggestion made was to impose upon the master an obligation, and, as in *Cox's case* (*ubi sup.*), the court held that there was no authority in the servant to create the obligation to pay, so here, I think that the servant cannot create an obligation as regards his employer to take care. That dis-

poses of this case. [Having distinguished the cases of *Holmes* v. *North-Eastern Railway Co.* (L. R. 4 Exch. 254) and *Wright* v. *North-Eastern Railway Co.* (L. R. 10 Q. B. 298) by saying that the court decided these cases on the ground that the station masters had authority to invite the plaintiffs on to the premises of the companies, so that a duty arose on the part of the companies towards them to take proper care, the learned judge referred to the case of *Degg* v. *Midland Railway Co.* (1 H. & N. 773), where it was held that the duty of the defendants to the plaintiff was the same as that they owed to a fellow-servant. It was unnecessary in the case before the court to decide whether the plaintiff was to be considered in the light of a fellow-servant of the milkman. In his opinion, that was not so. But, having regard to the ground upon which the court had decided, that question was not material to the decision of the case.]

Bankes, L.J.—I agree. The county court judge has held that there was an obligation on the defendant's servant to secure assistance on behalf of his master. If he meant by those words that there was a legal obligation on the servant, acting on behalf of his master, I do not agree with him. It appears that his meaning was that the emergency that arose gave the servant an implied authority to invite the plaintiff into the float to assist the injured boy. When I first heard his judgment read I must confess that I thought the judge was right, but I am now satisfied that the facts in this case are covered by the decision in *Cox* v. *Midland Railway Co.* (*ubi sup.*), and that we cannot hold, consistently with that authority, that the servant had any implied authority to request the plaintiff to get into the float. If there was no such authority, I cannot see that there was any duty on the part of the defendant towards the plaintiff. The appeal will be allowed, and judgment given for the defendant.—Counsel, for the plaintiff, *Compton-Smith*; for the defendant, *Eastham*. Solicitors, *E. C. Rawlings & Butt*, for *J. Herbert Neville*, Chorley; *Barlow, Barlow, & Lyde*, for *James Chapman & Co.*, Manchester.

[Reported by C. G. Moran, Barrister-at-Law.]

Bankruptcy Cases.

Re A DEBTOR (No. 2 OF 1912, BRENTFORD). *Ex parte* THE JUDGMENT CREDITORS. C.A. No. 2. 21st June.

Bankruptcy—Bankruptcy Notice—Execution—Part Payment of Judgment Debt into County Court—Bankruptcy Act, 1883 (46 & 47 Vict., c. 52), s. 4, ss. 1 (g)—County Courts Act, 1888 (51 & 52 Vict., c. 43), s. 105—County Court Rules, Ord. 33, r. 15; Ord. 25, rr. 7, 8, 23a—Forms 161a, 163.

Where a creditor has recovered judgment in the county court for a certain amount, and the debtor pays part of that amount into court, the creditor cannot issue a bankruptcy notice for the whole amount, because the county court will not issue execution for the whole amount. The court of appeal, sitting in bankruptcy, cannot decide whether such payment of part of the judgment debt into court was rightly received by the county court registrar or not.

Per Cozens-Hardy, M.R., *and* Kennedy, L.J.—Semble *that such payment was rightly received.*

Decision of Bray *and* Phillimore, JJ. (ante, p. 482), *affirmed.*

Appeal from the decision of Phillimore and Bray, JJ., given on the 22nd of April, affirming a decision of the registrar of the county court at Brentford, setting aside a bankruptcy notice (reported *ante*, p. 482). On the 25th of October, 1911, the creditors obtained judgment against the debtor in the Clerkenwell County Court for £57 5s. 6d. The judge ordered this sum to be paid into court on the 7th of November. On the 6th of November the debtor paid £10 into court, and notice of such payment was given by the registrar to the creditors, who at once wrote to protest against such part payment, and stated that they refused to accept it. They then issued a bankruptcy notice in the Brentford County Court for the whole judgment debt of £57 5s. 6d. The registrar set aside this bankruptcy notice, and his decision was affirmed by the Divisional Court (Phillimore and Bray, JJ.) upon the ground that the creditors were not in a position to obtain the issue of execution from the county court for more than the balance of £47 5s. 6d., and therefore could not issue a bankruptcy notice for more than that amount. The judgment creditors appealed. Counsel for the appellants contended that where an order has been made for the payment of the whole amount of a judgment debt into court, the court has no power to accept payment by instalments, and therefore the payment of £10 having been wrongly accepted ought to be treated as if it had never been made, and the judgment creditors should be allowed to issue a bankruptcy notice for the full amount of the judgment. Counsel for the respondent was not called upon.

Cozens-Hardy, M.R.—The question in this case is whether a bankruptcy notice for £57 5s. 6d. is good or not, and that depends upon a very simple state of facts. A judgment was given against the debtor on the 25th of October, 1911, which ordered £57 5s. 6d. to be paid into court upon the 7th of November. The debtor paid £10 into court by that date, but not the whole amount, leaving, if that payment is to be treated as good, £47 5s. 6d. due upon the judgment. The Divisional Court have held that you cannot issue a bankruptcy notice for a larger sum than that for which you can issue execution. It is probable that there is power for the debtor to pay into court. The difference between the procedure in the High Court and in the county courts is very great, and the county court rules suggest to me that it is competent to a debtor to pay in less than the full amount of the judgment debt. Rules 23*a* and 23*b* of ord. 25 lend strong support to that contention. However that may be, the money is in court, and it is not for us to say that the receipt of it was wrong, for we are not sitting to revise the orders of the county court in its general jurisdiction, but are only sitting as a court of bankruptcy to decide whether this bankruptcy notice can be issued or not. The judgment creditors ought to have applied to the county court to order the return of the money to the debtor if it was wrongfully paid in. At present the money is in court, and execution cannot be issued for more than £47 5s. 6d., whence it follows that this bankruptcy notice for £57 5s. 6d. is bad.

Farwell, L.J.—I express no opinion as to whether the registrar ought to have received payment of this £10 into court. There the money is, and no steps have been taken to set the registrar right, if he was wrong in receiving it. As a court of bankruptcy we must take things as they stand. Execution cannot be issued for £57 5s. 6d., and consequently this bankruptcy notice is bad.

Kennedy, L.J.—I agree, and will only add that I think myself that what was done here in the county court was probably right. If there is any obscurity about the matter, I hope that the Rule Committee of the county court judges will set it right. To my mind the orders and forms tend to shew that this receipt of part of the judgment debt was in order. Appeal dismissed.—Counsel, *Coumbe*; *Hansell*. Solicitors, *Clarke, Lewthwaite, & Co.*; *Percy R. Gibbs*.

[Reported by P. M. Francke, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

O'GORMAN *v.* O'GORMAN, PHILLIPS, GOLDBERG, AND VON BORIS. Evans, P. 21st June.

Evidence—Corroboration—Previous Statement Admitted to Corroborate Testimony in the Box—Circumstances Precluding Motive to Misrepresent.

The co-respondent, having given evidence that he had not committed adultery with the respondent, a letter written by him to the respondent, at a date subsequent to that on which adultery was now alleged to have taken place, but previous to any charge having been made, in which he referred to the fact that he had not "held her in his arms" since her marriage was relied on to prove the truth of the fact stated in corroboration of the testimony of the co-respondent in the box.

Compare R. *v.* Parker (3 *Douglas* 242, *at p.* 244); *Sir W. D. Evans, in his Notes to Pothier on Obligations, Vol. ii., p.* 251.

In this petition for divorce evidence was admitted of a statement made in a letter written by the co-respondent to the respondent to corroborate his evidence in the witness-box. The letter was written before any allegation had been made against him, and subsequently to the date in the petition on which misconduct was alleged to have taken place. From internal evidence the letter appeared only to have been intended to be seen by the person to whom it was addressed. The parties were married in May, 1909.

Evans, P., said that the letters written by the co-respondent were only intended to be read by the respondent, but they corroborated in an extraordinary way the evidence that the co-respondent and the respondent had given. One of the letters, written in 1910, on a date subsequent to that on which adultery was alleged to have been committed, contained this passage: "Just think, it is over two years since I have had you in my arms. Two years! . . . Our last meeting was not like our other meetings have been." This corroborated the evidence that, though they had corresponded and met, yet no misconduct had taken place, the position being that the co-respondent was the old lover, and still remained the man who loved.—Counsel, *Lewis Thomas, K.C.*; *Doughty* and *Tyfield*; *Lord Tiverton* and *Meyer*; *Hume Williams*, K.C., and *Blackwell*; *Marshall Hall*, K.C., *Cassels*, and *O'Malley*. Solicitors, *Judge & Priestley*; *W. B. Blackwell & Co.*

[Reported by J. B. C. Tregarthen, Barrister-at-Law.]

Cases Relating to County Court Practice.

FOX *v.* CENTRAL SILKSTONE COLLIERIES (LIM.). Ridley and Bray, JJ. 19th June.

Practice—County Courts—Counterclaim—Plaintiff Successful on Claim — Defendant on Counterclaim — Defendant's Costs — Taxation of—Counsel's Fee—Division of, for Work on Claim and Counterclaim.

Where a plaintiff in the county court recovers judgment on his claim, with costs, and the defendant recovers judgment on the counterclaim, with costs, on the taxation of the defendant's costs, the registrar must divide the defendant's fees for counsel into two parts: that for the work in endeavouring to defeat the plaintiff's claim and that for successfully establishing the defendant's counter-claim, and he must allow the defendant, on taxation, the last portion only.

In such an action where the plaintiff recovered judgment for £25, and the defendant for £26, the scale fee for counsel on brief being in each case three guineas, the plaintiff taxed his costs, being allowed three guineas for this fee, the registrar taxed the defendant's costs, allowing him the same fee, but the plaintiff objected that only such portion of this fee could be allowed as was disallowed to the plaintiff, and as the registrar had properly allowed to the plaintiff the full scale fee in respect of the claim, no such fee could be allowed to the defendant.

Held, that this contention was bad, and that the defendant's fee for counsel must be taxed as stated in the first part of this head-note.

The facts of this case appear sufficiently from the head-note. The action was in the City of London Court. The plaintiff's objections to the registrar's taxation of the defendants' costs were as follows :—(1) "The plaintiff submits that the learned registrar has taxed the defendants' bill of costs of counter-claim upon a wrong principle. The plaintiff recovered judgment on the claim, with costs of action, and the defendants are entitled to receive the costs of counter-claim. The plaintiff is therefore entitled to the general costs of the action, and the defendants are entitled to receive the costs of the proceedings only so far as they have been increased by reason of the counter-claim : See *Sauer* v. *Bilton* (11 C. D. 416), *Mason* v. *Brentini* (15 C. D. 287), *Re Brown*, *Ward* v. *Morse* (23 C. D. 377), and *Atlas Metal Co.* v. *Miller* (1898, 2 Q. B. D. 500). The plaintiff therefore submits that the principle to be applied on the taxation of the defendants' bill of costs of the counter-claim is that they shall only be allowed the costs of the proceedings so far as they have been increased by reason of the counter-claim. The learned registrar has not applied the above principle, inasmuch as in taxing the defendants' costs of counter-claim he has allowed to them many items which were incurred in the defence of the action, and were not solely attributable to the counter-claim." The following were the particulars of items (*inter alia*) objected to :—

No. of Objection.	Description of Item.	Amount allowed.	Reason for Objection.
		£ s. d.	
8	Attending counsel with brief	6 8	The plaintiff repeats objection No. 1 (*ubi sup.*), and submits that these fees would have been proper to allow in respect of the defence to the action, and they have not been incurred by reason of the counterclaim. Only such portion of these fees could be allowed as were disallowed to the plaintiff, and the registrar has properly allowed to the plaintiff the full scale fee in respect of the claim.
	Paid his fee and clerk ..	3 5 6	
	Conference fee	1 6 0	
	Attending conference ..	6 8	
9	Attending giving admission of documents	6 8	The plaintiff repeats objections 1 and 3.
	Attending Court. Case in paper, not reached	15 0	[No. 3 was the same as No. 1.]
12	Attending in Court. Case in paper, but not reached	15 0	The plaintiff repeats objections Nos. 1, 3, and 8. The trial occupied from 11 a.m. until 1.45, on the day when the case was reached.
	Paid refresher fee to counsel	2 4 6	
	Attending in Court on trial with counsel	1 1 0	
	Paid refresher fee to to counsel	2 4 6	

The registrar made a note as to items 8, 9, and 12 :—"Having reference to the defendant having the costs of the counter-claim these charges follow." The registrar answered the objections by adhering to his taxation. On appeal His Honour Deputy Judge Sir John Paget overruled, *inter alia*, objections 8, 9, and 12, supporting the taxation of these items by the registrar. The plaintiff appealed. It was contended on his behalf (1) that only such portion of the fees in items 8, 9, and 12 could be allowed as were disallowed to the plaintiff, and that as the registrar had properly allowed to the plaintiff the full scale fees in respect of the claim, no portion of these fees could be allowed to the defendants; and (2) that the learned registrar was bound to apportion these fees as for work done in attempting to defeat the plaintiff's claim and as for work done in advancing the defendants' counter-claim. The defendants were only entitled to the last-mentioned portion.

RIDLEY, J., having delivered judgment,

BRAY, J., said that the court had to deal with the question whether the registrar had misdirected himself on any question of law. They thought he had so misdirected himself in his answer on item 8, when he said :—"Having reference to the defendant having the costs of the counter-claim these charges follow." In that, he thought the registrar was wrong. To understand the matter it was necessary to look at the practice of the High Court with regard to counsels' fees, which was the question in this case, for there were few cases on the practice in the county court. The case was the same whether the plaintiff succeeded or failed on his claims or the defendant succeeded or failed on his counter-claim. To take the case where the plaintiff succeeded in his claim but failed to defeat the counter-claim. Suppose the plaintiff's counsel's fee were marked on the brief "fifty guineas," that would be the fee for dealing with claim and counter-claim. The first matter the Master had to see was, what was the proper fee for both—work in establishing the claim and work in endeavouring to defeat the counter-claim. Suppose he came to the conclusion that forty guineas was the proper fee for the whole work, the Master would then have to ask himself how he was to divide that fee. The answer was to be found from the language of Lord Esher in the case of *Shrapnel* v. *Lang* (20 Q. B. D. 334), who said :—"In the same way, if one fee be marked on the brief it will be treated as two fees." In other words, the Master has to decide the amount of the 40 guineas applicable for fighting on the claim and the amount applicable for fighting on the counter-claim. Suppose he put the amounts at 30 guineas and 10 guineas respectively, then, if the plaintiff succeeded in his claim, his proper counsel's fee on taxation would be thirty guineas. That was the proper course to be adopted in the High Court. But in the county court they had first to look at the scale. Rule 16 of Order 53 was simply directed to scale. From that it appeared that in this case three guineas was the maximum fee, and that this sum was taken as the proper fee for work on claim and counter-claim—the equivalent of the forty guineas fee in the case put in the High Court. Now in this case the registrar had to divide that fee. One could conceive a case where it was possible, though highly improbable, that the whole of the three guineas might be allowed, on the ground that the whole of the brief was directed to the counter-claim—the brief might have contained instructions to admit the claim. But in this case the claim was to be fought. So, unless under quite exceptional circumstances, it was the duty of the registrar to divide the counsel's fee—in this case the sum of three guineas. So much should be allotted for advancing the counter-claim and so much for attempting to defeat the plaintiff's claim. It was then the duty of the registrar to examine the directions to counsel to see how he ought to divide the fee, that he might allow the defendant a part of the fee in respect of his success on the counter-claim. The case, therefore, must go back to the registrar, that he might deal with the questions 8, 9, and 12. Each party would pay their own costs.—COUNSEL, for the appellant, *Coutts-Trotter*; for the respondents, *Neilson*. SOLICITORS, *Corbin, Greener, & Cook*, for *Hugh Bury*, Barnsley; *Pritchard & Son*.

[Reported by C. G. MORAN, Barrister-at-Law.]

*** In the report of *Re Olivieri* (*ante*, p. 613), the words at end of the headnote should be "Decision of Joyce, J., *reversed*," that learned judge having held that all the legacies must abate rateably. The solicitors for the respondents were Messrs. Durrant Cooper & Freeman.—ED. *S.J.*

Societies.

The Law Society.

The following are extracts from the annual report of the Council :—

Membership of the Society.—The society has now 9,051 members, of whom 4,140 practise in town and 4,911 in the country. The number of members who joined the society during the past year is 308, as compared with 543 in the previous year. After allowing for deaths, resignations, and exclusions, the number of members shews an increase for the year of 12.

Registry Department.—During the past year several letters have been received from members referring to the assistance afforded by this department, and quite recently the secretary was informed that a mortgage of £60,000 had been arranged in this way. There has been a steady increase in the number of entries received, those for each month having been in excess of those for the corresponding month of last year. The registry is evidently answering its purpose well, and this fact should encourage members to make fuller use of it as a means of making known their own requirements and ascertaining those of others. The attention of members is specially directed to the society's clerkship registers. About 2,500 entries a year are made on the society's register F (clerkships wanted) by admitted or unadmitted clerks in want of situations, and for some years past a record has been kept of such clerks. No clerk is allowed to inspect the register of vacant

situations or enter his name without having first produced a letter of recommendation from a member of the society, or, in cases where it is impossible to obtain this, from some responsible person, to the effect that the clerk is personally known to the writer and is of good character. By this means the Council are able to ensure that, as far as possible, the register is kept free of undesirable applicants.

Record and Statistical Department.—Much valuable information has been added to the records of the society's Record and Statistical Department during the past year, especially as to successors of firms which have ceased to exist, and of individual solicitors now deceased or retired. These particulars have been arranged for easy reference, and are at the service of members desirous of tracing old documents and papers, or of ascertaining present partners and representatives. The department has received some hundreds of inquiries asking for information of this description, and in most cases has been able to furnish the desired particulars. In addition, the principal London and provincial newspapers, as well as the *London Gazette* and legal papers, have been searched, and much useful information has been obtained respecting public appointments, changes in and dissolutions of partnerships, deaths, wills, and other matters of professional interest. The tables of statistics with regard to examinations, articles, membership of the society, &c., have also been kept up to date.

Difference in Number of Candidates Giving Notice for Examination in 1901 *and* 1911.—It may be of interest to note the difference in the number of candidates giving notice for examination in 1901 and 1911. For the Preliminary Examination, 1901, there were 527, as against 365 in 1911, a decrease of 162. For the Intermediate Examination, 1901, there were 919, as against 659 in 1911, a decrease of 260. For the Final Examination, 1901, there were 864, as against 661 in 1911, a decrease of 203. The above figures are accounted for if a comparison is made between the number of articles of clerkship registered in 1901 and 1911. In the former year there were registered 767 articles of clerkship, of which 674 were original articles, while in 1911 only 621 articles were registered, of which 554 were original articles, shewing a falling off in the number of clerks entering into articles of clerkship of 120. The number of persons admitted as solicitors in 1901 was 584, and in 1911 it was 491, a decrease of 93.

The Society's Teaching System.—The number of students attending the society's lectures and classes during the session has been 249, of whom 194 have been oral and 55 correspondence students. Altogether, since the establishment of the new system in 1903, 1,257 students have taken advantage of it. The entry of entirely new students during the session has been 119; but many who had previously been Intermediate students have also joined this session with a view of preparing for the Final Examination. These figures shew a slight increase, especially in the number of new students, over the figures for last session. At the four qualifying examinations which have been held since the last annual report was prepared, 187 of the society's students have been successful in passing, viz.:—105 in the Final, 59 in the Intermediate, and 23 in Accounts and Book-keeping only; 15 of the society's students have obtained honours, viz., 3 in the first class, 6 in the second, and 6 in the third. Whilst the society's system aims rather at qualifying a student for his professional duties than for passing his examinations, it is satisfactory to know that this aim is not found in practice to be incompatible with success in the examinations.

County Courts Bill, 1912.—It is a matter of regret that the County Courts Bill, 1911, referred to on page 39 of the last annual report, did not pass the House of Commons. The representations made by the Council—which received the valuable support of Lord Gorell—as to the desirability of certain amendments in the Bill as originally introduced in the House of Lords, were favourably entertained by the Lord Chancellor, and, although some further amendments are desirable, the Bill as it passed the House of Lords is regarded by the Council as an important and valuable measure of county court reform. The same Bill has been introduced this year in the House of Commons, and the Council—in conjunction with provincial law societies—are taking steps to support the second reading. The views of the Council with regard to last year's Bill are contained in the report upon it which was printed in the appendix to the last annual report, to which members are referred. It is only necessary to state that of the amendments recommended in that report one of the most important, that, namely, relating to the qualifications of the county court registrars, was conceded by the Lord Chancellor. The Bill, as now presented (subject to the correction of a mistake in the schedule) reserves to solicitors the exclusive right to the appointment of county court registrar, and permits that appointment to be held by a district registrar of the High Court only in the event of his being a solicitor. Another amendment which had been advocated by the Council and which has now been incorporated in the Bill is that which empowers a judge to refuse to permit a defendant to avail himself of a counter-claim of more than £100 (and so to enable the jurisdiction of the county court to be ousted) if in the opinion of the judge it cannot be conveniently disposed of in the pending county court action, or for any other reason it ought not to be allowed. As originally drawn the Bill would have disturbed the present right of a plaintiff to issue a summons in cases under £5 where the action is for the price, value, or hire of goods which, or some part of which were sold and delivered or let on hire to the defendant to be used or dealt with in the way of his trade, profession, or calling. The Council successfully urged that as this right has been found to be of considerable value it should be reserved. Other amendments which have been made in the Bill on the suggestion of the Council include a provision that interest shall accrue on county court judgments of over £20, instead of on those only of over £50, and a further provision that in the cases provided for by the Bill in which payment of judgment debts may be made direct by one party to another instead of into court, such payment is to be subject to the lien, if any, which in each case the solicitors concerned may have over it.

Land Transfer.—The consideration of the report of the Royal Commission, and of the evidence taken, confirmed the Council in the conclusion (*a*) that the present system of registration of title under the Land Transfer Acts is shewn to be defective both in principle and in detail, and that the objection which has been made to it by the society was well founded; (*b*) that the amendments recommended by the Royal Commission, although some of them desirable, would not remove the objection or make the system one which it would be in the public interest to extend or perpetuate. The Lord Chancellor received a deputation consisting of the president and Sir Henry Johnson, and other interviews subsequently took place between his lordship and the president with other members of the Council; but as these interviews took place on the distinct understanding that they were private and confidential, nothing more can be said about them than that they did not result in arriving at any common ground of action. In the course of these communications the Lord Chancellor submitted to the president confidentially the drafts of two Bills which had been prepared, purporting to give effect in part to the recommendations of the Royal Commission. The president, with the concurrence of the Council, informed the Lord Chancellor that these Bills did not appear to afford a satisfactory solution of the question, and the president again urged upon his lordship the advisability of promoting in the first instance a Bill for the assimilation of the law of real and personal property. Whilst regretting that the communications referred to have not so far led to any settlement of the question, the Council record their high appreciation of the Lord Chancellor's courtesy in receiving the representatives of the Council and giving consideration to the representations made to him. As regards the general attitude of the society on this question the Council see no ground for receding in the slightest degree from the position always maintained by the society, that the public interest will be best served by a continuance of the legislative policy of recent years, directed to the simplification and improvement of the law, and that an effective continuance of that policy would make the transfer of land under the system of private conveyancing quite easy and inexpensive. But it is necessary, in determining the course to be adopted, to have regard to the announcement made by the Attorney-General that "a Bill carrying out the recommendations of the Royal Commission will be introduced by the Lord Chancellor in the House of Lords," and to the probability that legislation will be proposed with the object of more firmly establishing the existing system of registration of title, and extending the compulsory area to the whole country, at any rate gradually, if not at once. In view of this probability the Council are giving anxious consideration to the question whether, in promoting a Bill for the assimilation of the law, provision should not be made for connecting with that proposal some simple and less objectionable plan by which can be ascertained from a register who are the persons capable of making a simple and effective transfer to a purchaser, without the necessity for investigating the title to equitable or other subsidiary interests in the land. If the Council should approve any such plan they will submit it to the provincial law societies for their consideration before taking action upon it. Various plans, having this general object, have been suggested: (1) The president's proposal—already referred to—which is very similar to the proposals of a Bill prepared by Mr. Sweet and to the plan put forward by Mr. Hills, M.P., in the evidence given by him before the Royal Commission. (2) Part 2 of Mr. Cyprian Williams' Bill providing a register of cautions, &c. (3) The Yorkshire proposal—which is understood to be for an improvement to the existing Yorkshire registries of deeds—for a system of distringases against transfer—and enabling an owner, if he so desire, to obtain from one of a panel of appointed conveyancers a certificate shewing what the title is—so that a purchaser, if satisfied with the title so certified, would not have to investigate the earlier title. Under any of these schemes the duties of the registrar would be ministerial only. In the meantime, the Council have submitted to the Lord Chancellor a Bill

(being practically Part 1 of Mr. Cyprian Williams' Bill), for the assimilation of the law, with a request that if it should commend itself to his lordship, he would introduce it in the House of Lords. The Lord Chancellor has, however, intimated that he thinks the questions raised by it too controversial to be proposed by the Government without much more consideration. At the same time, the Lord Chancellor states that he will gladly receive and consider any suggestions which the society may make in aid, and improvement, of the Bill which he hopes shortly to introduce. The Council will carefully consider any Bill for extending the existing compulsory area, or for taking away the right of the county councils to determine whether or not compulsory registration shall be established in their counties. At a special general meeting of the society, on the 26th of April, the following resolution was accepted by the Council and adopted:—"That (*a*) the experimental working of compulsory registration of title in the county of London since January, 1899, has proved that the system is complicated, dilatory and costly; (*b*) the amendments recommended by the report of the Royal Commission on Land Transfer are not calculated to, and remove, defects which are fundamental."

(*To be continued.*)

Society of Public Teachers of Law.

The annual general meeting of the Society of Public Teachers of Law will be held this year, by permission of the Treasurer and Masters of the Bench of the Middle Temple, in the Parliament Chamber of the latter Inn, on Friday, 5th of July, at 3.30 p.m. The proceedings will include a paper by Professor P. F. Girard (University of Paris), an honorary member of the society, on *L'enseignement du droit romain en* 1912. The Treasurer and Bench will in the evening entertain the members attending the meeting at dinner in the Middle Temple Hall. Sir Edward Fry and Mr. Arthur Cohen have recently accepted invitations to become honorary members of the society.

Society of City and Borough Clerks of the Peace.

The 20th annual meeting was held at Grimsby on the 18th June, 1912. Mr. Barker (Grimsby), president, in the chair. Numerous points of practice were discussed. The following officers were elected for the ensuing year:—President, Mr. Stallard (Worcester); vice-president, Mr. Routledge (Pontefract); treasurer, Mr. Copson Peake (Leeds); hon. sec., Mr. Francis Ogden (Manchester); committee, Mr. Barker (Grimsby), Mr. Binney (Sheffield), Mr. Brevitt (Wolverhampton), Mr. Duignan (Walsall), Mr. Harris (Nottingham), and Dr. Woodhouse (Hull).

Legal News.

Appointments.

Mr. LANCELOT SANDERSON, K.C., M.P., has been elected a Bencher of the Inner Temple.

Mr. W. J. WAUGH, K.C., has been elected a Bencher of the Middle Temple.

Changes in Partnerships, &c.

Dissolutions.

CHARLES HAFFENDEN DODD and ERNEST FRANK KIFT, solicitors (Dodd & Kift), Reading. April 30.

HERMON BOWLE ORMONDE MAY and GILBERT STRANGE ELLIOT, solicitors (Robinson, May, & Elliot), 22, Charterhouse-square, London, E.C. June 1. [*Gazette*, June 21.

FREDERICK STONEMAN REED and JOHN NEWHILL LELEU, solicitors (Reed & Leleu), Pembroke. Feb. 15. [*Gazette*, June 25.

Information Required.

MRS. EMMA CAVE.—Wanted, information as to any will of Mrs. Emma Cave (widow of Frederic George Cave), who in 1886 joined the Community of the New and Latter House of Israel.—Reply to Messrs. Seagrove, Woods, & Mitchell, 22, Chancery-lane, W.C., solicitors to the next-of-kin.

General.

In giving judgment in a financial action in the King's Bench Division on the 21st inst., says the *Evening Standard*, Mr. Justice Scrutton remarked that people still continued to speculate on the Stock Exchange—and lose. "Since the days of the South Sea Bubble they have been fools in their dealings with the Stock Exchange," he added, "and still more foolish in not realizing that no outsider is ever likely permanently to make a profit, whatever inside people may do."

It is announced that Mr. Ignatius O'Brien, K.C., heretofore Solicitor-General, has been appointed Attorney-General for Ireland; and Mr. Thomas F. Molony, K.C., heretofore Second Serjeant-at-Law, has been appointed his Majesty's Solicitor-General for Ireland.

Speaker Champ Clark, says the American *Case and Comment*, enjoys telling of an incident that occurred in a circuit court of Missouri during a "horse case," in which a horseman well known throughout the State for his expert knowledge was called as a witness. "You saw this horse?" asked counsel for the defendant. "Yes, sir, I——" "What did you do?" "I opened his mouth in order to ascertain how old he was, and I said to him, I said, 'Old fellow, I guess you're a good horse yet.'" At this juncture opposing counsel leaped to his feet. "Your honour," he cried, "I object to the statement of any conversation between the witness and the horse when the plaintiff was not present!"

The increase of crime, and particularly of juvenile crime, in France led the Chamber two years and a half ago, says the Paris correspondent of the *Times*, to pass a resolution inviting the legal authorities to consider the advisability of establishing in Paris an organisation for the examination of criminals and the investigation of the social causes of criminality. A committee was appointed by M. Cruppi and reported in favour of trying the experiment, the investigation to be confined to convicts. M. Briand took the next step of obtaining from Parliament the money necessary for the establishment of a central bureau of criminology. This bureau will study criminals from the point of view of their physical and biological characteristics, their physical condition, and their social environment. It is hoped thereby to arrive, for the benefit of future legislation, at the laws which govern the origin of crime.

Friday, the 21st of June, being the Grand Day of Trinity Term at Gray's-inn, the Treasurer (Mr. Arthur E. Gill) and the Masters of the Bench entertained at dinner the following guests:—The Right Hon. the Earl of Desart, K.C.B., the Right Hon. Viscount Knutsford, G.C.M.G., the Right Hon. Lord Barnard, the Right Hon. the Home Secretary, the Right Hon. the Master of the Rolls, the Hon. Mr. Justice Neville, Sir Edwin Durning-Lawrence, Bart., Sir Alfred Pearce Gould, K.C.V.O., the Rev. Canon Hensley Henson, Mr. C. F. Gill, K.C., Mr. John Walter. The benchers present in addition to the Treasurer were:—Mr. Henry Griffith, Sir Arthur Collins, K.C., Mr. Lewis Coward, K.C., Mr. C. A. Russell, K.C., Mr. Herbert F. Manisty, K.C., Mr. Edward Clayton, K.C., Mr. Vesey Knox, K.C., Mr. J. R. Atkin, K.C., Sir William Byrne, K.C.V.O., C.B., Mr. Montagu Sharpe, Mr. F. A. Greer, K.C., Mr. T. M. Healy, K.C., M.P., with the preacher (the Rev. R. J. Fletcher, D.D.).

Messrs. Hasties, solicitors, of 65, Lincoln's Inn-fields, have sent to the *Times* a copy of a letter which they have addressed to the Chancellor of the Exchequer on the National Insurance Act, 1911 :—After pointing out that those of their clerks who come within its provisions have unanimously requested them to have nothing to do with the Insurance Act, the letter states that it has been the constant practice of the firm to pay full wages to any clerk incapacitated by ill-health, and that when occasion has arisen they have paid all the expenses of the absence and convalescence of a clerk. This outlay, it is said, is well repaid by the excellent feeling which prevails in the office, and the tendency of the Act, if adopted, will be to destroy that good feeling. The one good point in the Act, the letter goes on, is that in London it will be enforced by the metropolitan police magistrates, and the firm are not willing to conform to the Act until they have learned from the chief magistrate at Bow-street what, in his opinion, is the proper penalty to inflict upon a firm which declines to come into the less expensive but obviously inferior scheme. "When his decision has been obtained we shall better understand the position. Meantime we will on the 15th July afford you any evidence that may be necessary for immediate prosecution, which we invite." The letter concludes by pointing out that many of the clerks belong to the Liberal Party, and that if any clerk desired to come under the Act no hindrance would be offered to him.

On Thursday afternoon Mr. Balfour was to unveil the statue of Bacon, which has been erected in front of Gray's-inn Hall. A collection of Bacon manuscripts and printed books were on exhibition. They included, says the *Times*, a letter, lent by the Archbishop of Canterbury, which exhibits the young lawyer in the character he was frequently to assume of a suitor for legal preferment; the Ledger of the Society shewing the Account of Francis Bacon (1598) for "money laide out and disbursed for Graies Inn Walkes." The gardens and walks, as Bacon laid them out on this occasion, remain substantially the same at the present day, and they illustrate to some extent the ideas he expressed in his essay on gardens. A private dedicatory epistle from Bacon, then Lord Chancellor, to King James on the day of issue of the "Novum Organum." Bacon is "persuaded the work will gain upon men's minds in ages," and goes on to say :—"One thing, I confess, I am ambitious of, with hope, which is, that after these beginnings, and the wheel once set on going, men shall suck more truth out of Christian pens, than hitherto they have done out of heathen." A letter written from the Tower in 1621 recalls the period of his disgrace. In it he urges the Marquess of Buckingham to "procure the warrant for my discharge this day," although he acknowledges the justice of the sentence passed on him. There is also a copy of the second issue of the Essays, lent by Sir E. Durning-Lawrence. This second issue is said to be rarer than the first, a copy of which was recently bought by the late Mr. Widener at the Huth sale, and was lost in the "Titanic."

In charging the Grand Jury at the Hertford Assizes, the Lord Chief Justice said :—We have noticed lately in the Court of Criminal Appeal—and of course you know that the Court of Criminal Appeal, apart from any question whether it works well or not, is very valuable as enabling us to see how the criminal business is being conducted at quarter sessions and assizes—we have noticed lately that there is a disposition on the part of the police sometimes to question a prisoner unduly. Now it must be understood that, although it is quite right to ask questions of a man before he is charged, or at times even after he is charged, neither before nor after ought questions to be put in the nature of cross-examination. Therefore the police authorities must understand, particularly superintendents, that the cross-examination of a prisoner or person charged, or likely to be charged, can only be properly done when he is giving evidence, and it is not in accordance with our law, or right, that a man should be cross-examined at any other time. I repeat that the police are entitled to make inquiries of persons before they are charged because it gives innocent people an opportunity at once of clearing themselves; but when a prisoner is under suspicion, and the police know that he is likely to be charged, that man ought not to be cross-examined. I make these observations because I think it is desirable, particularly in these counties near London, where the police have very important work to do, that it should be understood what the duties of the police are in connection with questioning prisoners. The judges had to consider this matter formally some two or three years ago, and they issued a circular, which was circulated among the authorities, and if any of you gentlemen care to consider the opinions there given, I shall be very pleased that you shall have a copy sent to you.

Mr. E. G. Pretyman, M.P., writing to the *Times*, says : "May I again beg the hospitality of your columns to publish the results of another successful Land Union appeal under the Finance (1909-10) Act, 1910, known as the Deptford case, and heard *in camera?* This appeal dealt with the value of the land as fixed by the Government valuer, also with the important question of the allowances to be made where land has been developed by the owner, or, in other words, how the valuation under the Finance Act is to discriminate between that part of the value of urban land which is to be treated as attributable to owner's expenditure and that part which is to be regarded as attributable to the growth of the community. The subject of this test case was a house and its site. The Government fixed the full site value at a sum of £78, and claimed that the sole value attributable to the owner's enterprise was a sum of £16, the exact cost of making up the road in front of the house—allowing nothing for the land given up for streets nor for the incidental expenditure entailed in development. The referee, one of the leading valuers in the Home Counties—Mr. H. M. Cobb, F.S.I.—has decided that the true full site value of the property is £90, and that £38 10s. of this is attributable to the owner's expenditure and enterprise and the giving up of land for streets. The decision is of the utmost importance to owners of this class of property. The Commissioners have contended that the giving up of land for streets has no effect upon value, and they have allowed no deductions under this head. The referee has decided that they must make such an allowance. Thus again has the owner of land been protected against Commissioner-made law, and incidentally it has been shewn that every valuation which has not made a fair allowance under this head has been made on a false basis. All owners who have failed to obtain such an allowance should at once move for a review of their valuations, as the effect on future taxation may be vital to their interests."

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.		Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday	July 1	Mr Synge	Mr Goldschmidt	Mr Church	Mr Bloxam
Tuesday	2	Church	Borrer	Farmer	Beal
Wednesday	3	Farmer	Leach	Goldschmidt	Synge
Thursday	4	Bloxam	Church	Leach	Farmer
Friday	5	Greswell	Synge	Borrer	Church
Saturday	6	Beal	Farmer	Greswell	Goldschmidt

Date.		Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday	July 1	Mr Farmer	Mr Beal	Mr Borrer	Mr Leach
Tuesday	2	Synge	Greswell	Leach	Goldschmidt
Wednesday	3	Bloxam	Borrer	Greswell	Church
Thursday	4	Goldschmidt	Synge	Beal	Greswell
Friday	5	Leach	Farmer	Bloxam	Beal
Saturday	6	Church	Bloxam	Synge	Borrer

The Property Mart.

Forthcoming Auction Sales.

July.—Messrs. Driver, Jonas & Co: Estates, &c. (see advertisement, back page, April 6, and page v, June 8).

July 2 and 13.—Messrs. Hampton & Sons, Freehold Residences and Building Sites, Residential and Sporting Estates, &c. (see advertisement, back page June 8).

July 2.—Messrs. Hampton & Sons, at the Mart, at 2: Residences, Mansions, &c. (see advertisement, back page, June 8).

July 3.—Messrs. Daniel Smith, Son, & Oakley, at the Mart, at 2: Freehold Agricultural Estates, Building Sites, Houses, &c. (see advertisement, page 557, June 1).

July 3.—Messrs. Douglas Young & Co., at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, June 15).

July 3.—Messrs. St. Quintin, Son, & Stanley, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, June 22).

July 4 and 16.—Messrs. Debenham, Tewson & Co., at the Mart, at 2: Freehold Properties, Building Estates, Residential Estates, Freehold and Leasehold Ground Rents, &c. (see advertisement, page ii, June 8).

July 4.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2: Reversions, Policies, &c. (see advertisement, back page, this week).

July 5.—Messrs. Rushworth & Brown, at the Mart, at 2: Freehold Premises and Ground Rents (see advertisement, page iii, June 8).

July 8.—Messrs. Weatherall & Green, at the Mart, at 2: Leasehold Property and Freehold Ground Rent (see advertisement, back page, this week).

July 9.—Messrs. Daniel Smith, Son, & Oakley, at Ashford, at 3: Freehold Agricultural Holdings, &c. (see advertisement, page 557, June 1).

July 10.—Messrs. Trollope, at the Mart, at 2: Residences, Mansions, &c. (see advertisement, page iv, June 8.)

July 10.—Messrs. Edwin Fox, Bousfield, Burnetts, & Baddeley, at the Mart, at 2: Freehold Properties, &c. (see advertisement, page iii June 8, and back page, June 1).

July 11.—Messrs. C. C. and T. Moore, at the Mart, at 2: Freehold and Leasehold Houses, Lands, &c. (see advertisement, page vi, June 8).

July 12.—Messrs. Field & Sons, at the Mart, at 2: Freehold Ground Rents, Warehouse (see advertisement, back page, this week).

July 15.—Messrs. Tuckett & Son, at the Mart, at 2: Freehold Ground Rents, Houses, &c. (see advertisement, back page, June 22).

July 17.—Messrs. Farebrothers, Ellis, & Co., at the Mart, at 2: Freehold Properties, Residences, Sporting Estates, Building Land, &c. (see advertisement, back page May 18).

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 21.

ANDREWS, JOHN, Milkwood rd, Herne Hill July 22 Champness, Serjeant's inn, Fleet st
BAMBER, HUGH, Blackpool June 29 Butcher, Blackpool
BOULTON, FREDERICK MONTAGU, Enstone, Oxford Aug 1 Lawrence & Co, New sq, Lincoln's inn
BULL, Mrs. HARRIET JEWELL, Uxbridge July 30 Beachcroft & Co, Theobald's rd
CASTLE, ELIZABETH, Gloucester, Nurse July 21 Clutterbuck, Gloucester
CLARK, JAMES, Queen's rd, Forest Hill July 24 Hoare, Lincoln's inn fields
DALBY, JOHN CHARLES, Beverley rd, Anerley July 22 Gedge & Co, Norfolk st, Strand
DEANE, ELLEN FURSE, Folkestone July 31 Radcliffes & Hood, Craven st
DRINKWATER, FREDERICK, Burford, Oxford, Butcher July 17 Brown Burford, Oxon
DUTTON, HANNAH, Baddiley, Chester July 30 Hensley & Co, Nantwich
ENGLAND, Rev CHARLES FREDERICK, Beeston, Leeds July 31 James, Leeds
EVANS, WILLIAM, Llantrisant, Glam Contractor July 27 Gwyn & Gwyn, Cowbridge
FOURNESS, ANN, Heckmondwike Aug 1 Scholefield & Co, Batley
GILBERT, SARAH ANN, Tenterden, Kent July 6 Mace & Sons, Tenterden
GLOVER, THOMAS GIBSON, Queen's gate, South Kensington July 27 Sampson & Co, Liverpool
GOODMAN, ALFRED, Campbell rd, Bow rd July 20 Goddard, Clement's inn, Strand
GRAHAM, DE COURCY FREDERICA, Kingsbridge, Devon July 17 Tatham & Co, Queen Victoria st
HAYNES, STANLEY LEWIS, MD, Malvern, Worcester July 24 Pearce & Keele, Southampton
HIGGINS, DAVID YOUNG, Headingley, Leeds, Plumber July 31 James, Leeds
HIGGINS, ELIZABETH ANN, Headingley, Leeds July 31 James, Leeds
HUDSON, JAMES, Bridlington July 20 Guscotte & Co, Essex st, Strand
JESTON, ARIMA SUSANNAH EYRE, Cholesbury, Bucks July 18 Valsey & Son, Tring
JOHNSON, CORNELIA VAN WYCK, New York, USA June 29 Hopgood & Dowsons, Spring gdns
KEELING, JAMES, Sheffield, Market Gardener July 31 Fernell & Son, Sheffield
LAYTON, MARY CONSTANCE, Nottingham pl Aug 5 Coward & Co, Mincing la
LIEB, AGNES, Aybrook st, Marylebone Aug 1 Box & Co, Great James st
LOUD, MARK, Hanley, Miller's Agent July 20 Clay & Co, Nuneaton
MARSDEN, CHARLES, West Croydon July 20 Woolley, Clement's inn, Strand
MAUNSELL, ANNIE ELIZABETH, Bletchley, Bucks July 20 Russell & Co, Norfolk st
MELLOR, THOMAS, Parel, Bombay, India July 31 Williamson, Manchester
MURTON, RACHEL REBECCA, Twyford av, Acton July 20 Powell & Rogers, Essex st, Strand
OTTAWAY, CAROLINE, Tenterden, Kent July 6 Mace & Sons, Tenterden
PLATER, GEORGE EVANS, Australia Aug 10 Edmonds & Rutherford, Bishopsgate
POWELL, Surgeon-Major FRANK, MB, Redhill, Surrey July 20 Powell & Rogers, Essex st, Strand
RODWELL, THOMAS, Bertlea, Monkseaton, Northumberland Aug 1 Watkinson, York
RUDLAND, ARTHUR, Ipswich Aug 1 Westhorp & Co, Ipswich
SAVAGE, HENRY, CSI, Hillcroft cresc, Ealing July 18 Procter, Helena chmbrs, Ealing
SCORSBY, GEORGE, Leeds July 19 Appleton & Co, Leeds
SHEPHERDSON, JOHN WILLIAM, High Catton, Stamford Bridge, Yorks, Joiner July 25 Shaftoe & Son, York
SMITH, EMMA, Southport July 21 Worden & Ashington, Southport
SMITHSON, Rev JOHN EDWARD, Leicester June 5 Dennis & Co, Lincoln's inn fields
STEARNS, ERNEST FULLER, Teddington, Middlx July 26 Phillips & Cummings, Sherborne la
STREET, EDMUND CLIVE, Cornhill July 31 Marsden & Co, Henrietta st, Cavendish sq
STUBBS, The Right Rev CHARLES WILLIAM, DD, Lord Bishop of Truro, Truro July 29 Freeman & Son, George st, Hanover sq
TEAL, JOSEPH, Wakefield, Labourer July 31 Dickenson, Wakefield
TOOMEY, CATHERINE, Bessborough st, Pimlico July 22 Yeilding & Co, Vincent sq Westminster
TREVITHICK, ELIZABETH BELLING, Hayle, Cornwall July 30 Thomas, Camborne
WALKER, BATHURST, Shanghai, China July 26 Dunning & Co, Honiton
WATLING, ROBERT ELLIS, Helpingham, Lincoln Aug 1 Smith & Co, Horbling
WELCH, ELSIE MAY, Westcliff on Sea July 31 Taylor & Bryden, Billiter st
WILKINSON, MARY ANN ELEANOR, Curtis st, West Ham July 31 Ashley, Fenham rd, Peckham
WILKINSON, SYDNEY HERBERT, Tunbridge Wells July 31 Cripps & Co, Tunbridge Wells
WILLIAMS, DAVID, Llantrisant, Glam, Draper July 27 Gwyn & Gwyn, Cowbridge

Winding-up Notices.

London Gazette.—FRIDAY, June 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-AMERICAN COLD STORAGE CO, LTD.—Petn for winding up, presented June 18, directed to be heard July 2. Gerrish & Foster, 26, College st, solors for the petnr Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 1.

ANGLO-COLONIAL MERCHANTS, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 22, to send their names and addresses and the particulars of their debts or claims, to Stephen Pagden Child, 8, Frederick's pl, Old Jewry liquidator.

BRITISH PNEUMATIC RAILWAY SIGNAL CO, LTD.—Creditors are required, on or before Aug 10, to send their names and addresses, and the particulars of their debts or claims, to Joseph Groom, Palace chmbrs, Westminster. Evelyn Jones & Co, Norfolk House, Laurence Pountney hill, solors for liquidator.

BROWN'S DRY DOCK AND ENGINEERING CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 25, to send their names and addresses, and the particulars of their debts or claims, to Kenneth Barclay Brown & Henry Johnson, 75, Mark la. Bolam & Co, Sunderland, solors for the liquidators.

FARMERS' MUTUAL INSURANCE CO, LTD.—Creditors are required, on or before Aug 3, to send their names and addresses, and the particulars of their debts or claims, to Thomas Wheeler Meats, 39, Broad st, Hereford. Humfrys & Symonds, Hereford, solors to the liquidator.

"JOHN BULL" FOODS, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 22, to send their names and addresses, and the particulars of their debts or claims, to Stephen Pagden Child, 8, Frederick's pl, Old Jewry, liquidator.

KARABOURNOU MERCURY SYNDICATE, LTD.—Creditors are required, on or before July 10, to send their names and addresses, and the particulars of their debts or claims, to Charles William Moore, 5 London Wall bldgs, Finsbury circus, liquidator.

KELYNACK TIN MINE, LTD.—Creditors are required, on or before July 9, to send their names and addresses, and the particulars of their debts or claims, to William Dommett Soper, 7, Great Winchester st. Vandercom & Co, Bush la, solors for the liquidator.

KONIAH MERCURY SYNDICATE, LTD.—Creditors are required, on or before July 10, to send their names and addresses, and the particulars of their debts or claims, to Charles William Moore, 5, London Wall bldgs, Finsbury circus, liquidator.

POSOLTEGA RUBBER ESTATES, LTD.—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to Albert James Coldwells, Blomfield House, 85, London Wall, liquidator.

RICHARDS, JAY & CO, LTD.—Petn for winding-up, presented June 17, directed to be heard July 2 Stimson, Salisbury House, London, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 1.

S. T. PLANTATIONS LTD (IN LIQUIDATION)—Creditors are required, on or before July 22, to send their names and addresses, and the particulars of their debts or claims, to George Patteson, Pinner's Hall, Austin Friars, liquidator.

SOUTH EASTERN ELECTRIC THEATRES, LTD.—Petn for winding up, presented June 20, directed to be heard July 2. Lumley & Lumley, 37, Conduit st, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 1.

VEAL & SON, LTD.—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to William George Silver st, Wellingborough, liquidator.

London Gazette.—TUESDAY, June 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BONITA SYNDICATE, LTD.—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to Henry William Dommett Soper, 7, Great Winchester st. Dommett & Son, Gresham st, solors for the liquidator.

BOTT AND STENNATT, LTD—Creditors are required, on or before July 19, to send their names and addresses, and the particulars of their debts or claims, to Mr. Frank Geoghegan, Bucklesbury liquidator.

PRESCOTT PATENT TICKET PUNCH, LTD.—Creditors are required on or before July 23, to send in their names and addresses, with particulars of their debts to George Augustus Pruddah, 41, North John st, Liverpool. Snowball, Lewis and Pruddah, Liverpool, solors to the liquidator.

Bankruptcy Notices.

London Gazette—TUESDAY, June 18

ADJUDICATIONS.

ABBOTT, GEORGE, sen, and GEORGE ABBOTT, jun, Bolton Wringing Machine Makers Bolton Pet June 15 Ord June 15
BATLEY, EDWIN WILLIAM, Leeds, Auctioneer Leeds Pet June 12 Ord June 12
CARVILL, CHARLES JOHN, Birmingham, Fruiterer Birmingham Pet June 15 Ord June 15
CLINCH, WILLIAM, Halliford st, Canonbury, Builder High Court Pet May 31 Ord June 15
DAVIES, JANE, Aberkenfig, nr Bridgend Cardiff Pet June 7 Ord June 14
EDMUNDS, JOHN Z, Glascoed, nr Pontypool, Mon Newport, Mon Pet May 13 Ord June 11
EGERTON, CECIL MARTIN, Pall Mall High Court Pet Feb 2 Ord June 15
GARBUTT, JONATHAN, sen. Middlesbrough, Auctioneer Stockton on Tees Pet June 14 Ord June 14
GOOD, CHARLES WILLIAM, Lollard st Kennington, Grocer's Sundryman High Court Pet June 15 Ord June 15
GRIFFITHS, JOHN, Tylorstown, Glam, Colliery Repairer Pontypridd Pet June 15 Ord June 15
HARTRIDGE, JOSEPH, and JOSEPH WILFRED HARTRIDGE Bromley, Kent, Builders Croydon Pet June 15 Ord June 15
HIGSON, JOHN, Atherton, Lancs Bolton Pet May 10 Ord June 13
HIPWELL, WILLIAM, Derby, Hosiery Factory Manager Derby Pet June 15 Ord June 15

HODGKINSON, ALICE GERTRUDE, Sheffield, Corn Dealer Sheffield Pet June 15 Ord June 15
MELSON, EDWARD, Finsbury pvmt High Court Pet May 13 Ord June 13
MORGAN, WILLIAM HENRY, Cardiff, Furniture Contractor Cardiff Pet May 20 Ord June 14
PHŒNIX, BARTHOLOMEW, Shrewsbury, Baker Shrewsbury Pet June 14 Ord June 15
RICHARDS, THOMAS HENRY, Bristol, Draper Bristol Pet June 6 Ord June 13
RHODES, SOLOMON, Dudley, Worcester, Wholesale Grocer Dudley Pet June 5 Ord June 15
SADLER, EDWARD CHARLES POPE, Twickenham, Provision Merchant Brentford Pet Mar 25 Ord June 14
WILKINS, JOSEPH, West Camel, Somerset, Farmer Yeovil Pet June 14 Ord June 14

Amended Notice substituted for that published in the London Gazette of June 7.

LLOYD, ERIC WALTER, Brixton rd, Brixton, High Court Pet May 4 Ord June 4

ADJUDICATION ANNULLED.

BROOKING, HUGH ARTHUR CYRIL, Frome, Somerset Frome Adjud Mar 5, 1908 Annul June 11, 1912

RECEIVING ORDERS.

London Gazette.—FRIDAY, June 21.

BAKER, WILLIAM, Halifax, Baker Halifax Pet June 1 Ord June 18
BUNBY, WILLIAM, Thirsk, Grocer Northallerton Pet June 5 Ord June 18
CARBON, SAURIN MICHAEL, Southsea, Tobacconist Portsmouth Pet June 17 Ord June 17
CLARK, EDWARD JAMES FRANCIS, Downs Park rd, Clapton, Woollen Merchant High Court Pet June 19 Ord June 19
CLARK, JOHN RIMINGTON, Kirkby Stephen, Westmorland Miller Kendal Pet June 18 Ord June 18
COOKSON, ERNEST S, Richmond, Yorks Northallerton Pet May 31 Ord June 17
COOPER, EDWARD GEORGE, Gipsy Hill, Surrey High Court Pet June 18 Ord June 18
DAVIES, BENJAMIN, Chester, Stationer Chester Pet June 18 Ord June 18
DAVIS, WILLIAM GEORGE, Cheltenham, Fish Frier Cheltenham Pet June 17 Ord June 17
DIGBY, EDWARD EVERARD, Northumberland av, Domiciled Englishman High Court Pet Dec 20 Ord June 11
DUNDAS, Sir LORENZ G DUNDAS, East Molesey, Surrey Kingston, Surrey Pet May 30 Ord June 18
EATON, MONTAGUE, VICTOR EATON, and MADELINE EATON, Birmingham, Gas Fittings Manufacturers Birmingham Pet June 18 Ord June 18
FINLAY, HENRY, Sutton, St Helen's, Lancs, Brewer Liverpool Pet June 3 Ord June 19
HARBOURNE, HENRY JOHN, Worcester, Boot Maker Worcester Pet June 19 Ord June 19
HERVEY, GEORGE EDWARD, Eastbourne, Gas Engineer Eastbourne Pet June 18 Ord June 18
HOLDER, FRANK, East Grinstead, Jobbing Carpenter Tunbridge Wells Pet June 18 Ord June 18
HOLMES, FRANK HENRY, Hulme, Manchester, Narrow Fabric Manufacturer Manchester Pet May 24 Ord June 18
HORTON WILLIAM HENRY, Manchester, Motor Engineer Manchester Pet June 18 Ord June 18
JACKS, JACK, Shrewsbury, Draper Shrewsbury Pet June 1 Ord June 17
JOHNSTONE, NELSON, Luton, Beds, Medical Practitioner Luton Pet June 6 Ord June 18
KENDALL, FRANK McKINSTRY, Poole, Dorset, Horse Clothing Manufacturer, Poole Pet May 31 Ord June 17
LEWIS, JOHN WILLSMITH, Ross, Hereford, Baker Hereford Pet June 19 Ord June 19
LISTON, BEATRICE, Camberley, Surrey Guildford Pet Jan 3 Ord June 18
LUMLEY, ALFRED, Norton on Tees, Durham, Gardener Stockton on Tees Pet June 15 Ord June 15
LYALL, ROBERT HENRY, Nelson, Lancs Burnley Pet June 18 Ord June 18
MILLOTT, JAMES, Mansfield, Notts, Painter Nottingham Pet June 18 Ord June 18
MORGAN, THOMAS, Caeathraw, nr Carnarvon Gardener Bangor Pet June 18 Ord June 18
MORRIS, DAVID PARRY, Rhyl, Flint, Traveller Bangor Pet June 3 Ord June 18
NICHOL, HENLEY GROSE, Northwood, Middlx St Albans Pet May 24 Ord June 17
PARNELL, FREDERICK WILLIAM, Portsmouth Tobacconist Portsmouth Pet June 18 Ord June 18
PRESLEY, RAYMOND LIONEL, Bridgwater, Watchmaker Bridgwater Pet June 17 Ord June 17
ROUND, BENJAMIN BIRT, Holly Hall, near Dudley, Grocer Dudley Pet June 17 Ord June 17
SIDEBOTTOM, WALTER, Accrington, Chemist Blackburn Pet June 19 Ord June 19
SKEARS, WILLIAM WOODWARD, Northampton, Grocer Northampton Pet June 18 Ord June 18
TEMPLEMAN, THOMAS, Bridgwater, Bootmaker Bridgwater Pet June 17 Ord June 17
WALKER, HARRY JAMES, Bristol, Coach Builder Bristol Pet June 18 Ord June 18
WATCHORN, ROBERT, Blyton, Lincoln, Labourer Lincoln Pet June 17 Ord June 17
WHITFIELD, GEORGE JOHN, Birmingham, Butcher Birmingham Pet June 17 Ord June 17
WOOD, THOMAS, Cheadle, Cheshire, Ironmonger Stockport Pet June 17 Ord June 17

Amended Notice substituted for that published in the London Gazette of May 10:

BENNETT, JAMES WATSON, Earl Shilton, Leicester, Boot Manufacturer Leicester Pet April 20 Ord May 6

FIRST MEETINGS.

BAKER, WILLIAM, Halifax, Baker July 1 at 10.45 County Court, Prescott st, Halifax
BIRD, ARTHUR DEVEREUX, Danbury, Essex, Farmer July 1 at 12 Shire Hall, Chelmsford
BRELSFORD, WILLIAM ARTHUR, Kirkby in Ashfield, Notts, Assistant Schoolmaster July 1 at 3 Off Rec, 4, Castle pl, Park st, Nottingham
CLARK, EDWARD JAMES FRANCIS, Downs Park rd, Clapton, Woollen Merchant July 2 at 12 Bankruptcy bldgs, Carey st
COOPER, EDWARD GEORGE, Gipsy hill, Surrey July 2 at 11 Bankruptcy bldgs, Carey st
DAVIDSON, JAMES, Westcliff on Sea, Stationer July 1 at 12 Bankruptcy bldgs, Carey st
DIGNER, GEORGE, sen, and GEORGE DIGNER, jun, Bolton, Wringing Machine Makers July 2 at 11 Off Rec, 19, Exchange st, Bolton
GARRATT, JONATHAN, sen, Middlesbrough, Auctioneer June 29 at 11 Off Rec, Court chmbrs, Albert rd, Middlesbrough
GRIFFITHS, JOHN, Tylorstown, Glam, Colliery Repairer July 1 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
HANDFORD, SAM, Manchester, Consulting Engineer June 29 at 11 Off Rec, Byrom st, Manchester
HARTRIDGE, JOSEPH, and JOSEPH WILFRED HARTRIDGE, Bromley, Kent, Builders July 1 at 11.30 132, York rd, Westminster Bridge rd
HERVEY, GEORGE EDWARD, Eastbourne, Engineer July 2 at 2.30 Off Rec, 12A, Marlborough pl, Brighton
HIPWELL, WILLIAM, Derby, Hosiery Factory Manager July 2 at 11.30 Off Rec, 5, Victoria bldgs, London rd, Derby
HOLDER, FRANK, East Grinstead, Jobbing Carpenter June 29 at 11.30 Off Rec, 12A, Marlborough pl Brighton
JACKS, JACK, Shrewsbury, Draper June 29 at 11 Off Rec, 32, Swanhill, Shrewsbury
KENDALL, FRANK McKINSTRY, Poole, Dorset, Horse Clothing Manfacturer July 1 at 2.30 100, High st (first floor), Poole
LUMLEY, ALFRED, Norton on Tees, Durham, Gardener June 29 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
MORGAN, WILLIAM HENRY, Cardiff, Furniture Contractor July 2 at 12 117, St Mary's st, Cardiff
NORTON, WILLIAM, Rayleigh, Essex, Coffee House Keeper July 1 at 3 Off Rec, 14, Bedford row
RICHARDSON, AUBREY, Harley st, Solicitor July 2 at 11 Bankruptcy bldgs, Carey st
ROGERS, RALPH STANLEY, South Norwood hill, Surrey, Motor Dealer July 1 at 11 132, York rd, Westminster Bridge rd
SANKEY, ENOCH WILLIAM, Croft, Lancs, Farmer July 1 at 3 Off Rec, Byrom st, Manchester
WILKINS, JOSEPH, West Camel, Somerset, Farmer July 2 at 1 Off Rec, City chmbrs, Catherine st, Salisbury

ADJUDICATIONS.

ADAMS, WILLIAM EVANS JAMES, Fenchurch st, Tailor High Court Pet Sept 30 Ord June 18
BAKER, WILLIAM, Halifax, Baker Halifax Pet June 18 Ord June 18
CARROLL, SAURIN MICHAEL, Southsea, Tobacconist Portsmouth Pet June 17 Ord June 17
CLARK, EDWARD JAMES FRANCIS, Downs Park rd, Clapton, Woollen Merchant High Court Pet June 19 Ord June 19
CLARK, JOHN RIMINGTON, Kirkby Stephen, Westmorland, Miller Kendal Pet June 18 Ord June 18
COOPER, JAMES SYDNEY, Pendleton, Lancs, Physician Salford Pet May 23 Ord June 18
CRANE, THOMAS, Mincing ln High Court Pet May 9 Ord June 18
DAVIES, BENJAMIN, Chester, Stationer Chester Pet June 18 Ord June 18
DAVIES, WILLIAM GEORGE, Cheltenham, Fish Frier Cheltenham Pet June 17 Ord June 17
EATON, MONTAGUE, VICTOR EATON, and MADELINE EATON, Birmingham, Gas Fittings Manufacturers Birmingham Pet June 18 Ord June 18
HARBOURNE, HENRY JOHN, Worcester, Bootmaker Worcester Pet June 19 Ord June 19
HIRSHORE, BARNETT, Commercial rd, Whitechapel, Mantle Maker High Court Pet May 13 Ord June 19
HOLDER, FRANK, East Grinstead, Jobbing Carpenter Tunbridge Wells Pet June 18 Ord June 18
HORTON, WILLIAM HENRY, Manchester, Motor Engineer Manchester Pet June 18 Ord June 18
LEWIS, JOHN WILDSMITH, Ross, Hereford, Baker Hereford Pet June 19 Ord June 19
LUMLEY, ALFRED, Norton on Tees, Durham, Gardener Stockton on Tees Pet June 15 Ord June 15
LYALL, ROBERT HENRY, Nelson, Lancs Burnley Pet June 18 Ord June 18
MILLOTT, JAMES, Mansfield, Notts, Painter Nottingham Pet June 18 Ord June 18
MORGAN, THOMAS, Caeathraw, nr Carnarvon, Gardener Bangor Pet June 18 Ord June 18
NORTON, WILLIAM, Rayleigh, Essex, Coffee House Keeper Chelmsford Pet May 9 Ord June 19
PARNELL, FREDERICK WILLIAM, Portsmouth, Tobacconist Portsmouth Pet June 18 Ord June 18
POOSON, NICHOLAS MARCAR, Air st, Regent st High Court Pet Feb 28 Ord June 19
PRESLEY, RAYMOND LIONEL, Bridgwater, Watchmaker Bridgwater Pet June 17 Ord June 17
ROGERS, FREDERICK GARIBALDI, New Burlington pl, Dealer in Motor Cars High Court Pet May 4 Ord June 18
ROGERS, RALPH STANLEY, South Norwood, Surrey, Motor and Cycle Dealer Croydon Pet June 14 Ord June 18
ROUND, BENJAMIN BIRT, Holly Hall, nr Dudley, Worcester, Grocer Dudley Pet June 17 Ord June 17
SHACKLOCK, EVERARD, East Kirkby, Notts Nottingham Pet June 4 Ord June 18
SIDEBOTTOM, WALTER, Accrington, Chemist Blackburn Pet June 19 Ord June 19
SKEARS, WILLIAM WOODWARD, Northampton, Grocer Northampton Pet June 18 Ord June 18
TEMPLEMAN, THOMAS, Bridgwater, Bootmaker Bridgwater Pet June 17 Ord June 17
WALKER, HARRY JAMES, Bristol, Coach Builder Bristol Pet June 18 Ord June 18
WATCHORN, ROBERT, Lincoln, Labourer Lincoln Pet June 17 Ord June 17
WHITFIELD, GEORGE JOHN, Birmingham, Butcher Birmingham Pet June 17 Ord June 17
WILLIAMS, WILLIAM MAURICE, Malden rd, Kentish Town, Builder High Court Pet May 15 Ord June 18
WINSTANLEY, LUKE, Altrincham, Tobacconist Manchester Pet May 1 Ord June 19
WODEHOUSE, FRANCIS OAKLEY, Queen's Club ter, Kensington High Court Pet May 8 Ord June 18
WOOD, THOMAS, Cheadle, Chester, Ironmonger Stockport Pet June 17 Ord June 17
WOOSTER, WILLIAM, Bournemouth, Baker Poole Pet June 4 Ord June 19

Amended Notice substituted for that published in the London Gazette of June 7.

BAKER, FREDERIC THOMAS, Glasshouse st, Gunmaker High Court Pet June 1 Ord June 4

ADJUDICATION ANNULLED.

WRIGHT, EDWARD, Oldbury, Worcester, Property Owner West Bromwich Adjud April 11 Annul June 18

London Gazette.—TUESDAY, June 25.

RECEIVING ORDERS.

ABRAHAMS, JOSEPH, Brick ln, Spitalfields, Debt Collector High Court Pet June 20 Ord June 20
BANKS, REGINALD SHEVILL, Snainton, Yorks, Nurseryman Scarborough Pet June 22 Ord June 22
BIRD, CHARLES ERNEST, Liverpool, Wood Wool Merchant Liverpool Pet June 8 Ord June 21
BRETTINGHAM, RICHARD EDWARD NOEL, Colchester, Insurance Inspector Colchester Pet June 21 Ord June 21
BROWN, WILLIAM HENRY, Pontypridd, Builder Pontypridd Pet June 18 Ord June 18
CATLING, JOHN ROBERT, Southchurch, Southend on Sea, Advertising Representative Chelmsford Pet June 21 Ord June 21
COHEN, JULIA, Bootle, Lancs Liverpool Pet June 22 Ord June 22
COLE, OWEN, Little Downham, nr Ely, Cambs, Labourer Cambridge Pet June 22 Ord June 22
HAMILTON, KATE MURRAY, Brompton rd High Court Pet Mar 27 Ord June 21
HAYES, MARY ANN, Sedgley, Staffs Dudley Pet June 20 Ord June 20
HEAPS, JOHN, and ROBERT HEAPS, Keighley, Butchers Bradford Pet June 20 Ord June 20
HUGHES, ROBERT, Llanynghenedl, Anglesea, Farmer Bangor Pet June 19 Ord June 19
HUXLEY, OLIVER, Coldershaw rd, Ealing, Consulting Engineer Brentford Pet May 20 Ord June 21
LARKE, HENRY, Beccles, Suffolk, Carpenter Great Yarmouth Pet June 22 Ord June 22
LEIGHTON, ALFRED WILLIAM EDGAR, and SIDNEY ARTHUR WILLIAM LEIGHTON, High Holborn, House Furnishers High Court Pet June 21 Ord June 21
NORTH, SAMUEL ERNEST, Great Grimsby, Timber Importer Great Grimsby Pet June 19 Ord June 19
REVILL, WILLIAM, Conisborough, Yorks, Butcher Sheffield Pet June 21 Ord June 21
REYNOLDS, WILLIAM BEDDOE, Berrington, Salop, Farmer Shrewsbury Pet June 21 Ord June 21
ROBERTS, ARTHUR, Norwich, Plumber, Norwich Pet June 8 Ord June 21
SKILLMAN, W G, Redbourne, Herts, Butcher St Albans Pet June 7 Ord June 22
TASKER, JOHN, Bristol, Tobacco Dealer Bristol Pet June 21 Ord June 22
TILLEY, THOMAS EDWARD, Richmond rd, Earl's Court High Court Pet May 24 Ord June 20
TIMMIS, ROWLAND, Longton, Staffs, Plumber Stoke upon Trent Pet June 22 Ord June 22
TWEED, HUBERT STILLFRIED, Gordon mans, Francis st Broker High Court Pet Feb 10 Ord June 20
WALTERS, CHARLES, Eastleigh, Hants, Cycle, Dealer Southampton Pet June 11 Ord June 21